



Rental Services, Inc.

Welcome

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, 12-15 and 19-21 require physical signatures
3. 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. 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



Rental Services, Inc.

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

Employment 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.

Rental Services, Inc. is in the business of assisting business owners and managers in the screening of potential employees for their businesses. 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.

End User certifies that it will not request a Consumer Report for Employment Purposes unless:

- a. A clear and conspicuous disclosure is first made in writing to the consumer by End User before the report is obtained, in a document that consists solely of the disclosure that a consumer report may be obtained for employment purposes;
- b. The consumer has authorized in writing the procurement of the report; and
- c. Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

End User further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer with:

- a. A copy of the Consumer Report for Employment Purposes; and
- b. A copy of the consumer's rights, in the format approved by the Federal Trade Commission.

End User shall use the Consumer Report for Employment Purposes only for a one-time use, and shall hold the report in strict confidence, and not disclose it to any third parties that are not involved in the employment decision.

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

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

I hereby certify that I own or manage the above business. Credit reports obtained under this agreement are to be used for employment 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

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

This Agreement is made and entered into by and between RSI, ("RSI Screening / Rental Services, Inc.") and the undersigned ("User"). This Agreement shall be effective at such time as RSI Screening / Rental Services, Inc. has sent written notification, whether via facsimile, e-mail, or otherwise, to User indicating its acceptance of the terms and conditions of the Agreement (the "Effective Date").

End User is a [Insert type of business] and has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes").

RSI Screening / Rental Services, Inc.'s Services: RSI Screening / Rental Services, Inc. shall provide consumer reports ("Screening Reports") at User's request in connection with any pre-employment or post-employment background screening of applicants (the "Applicant") or retention of employees (the "Employee"). Screening Reports may include such information as employment history, consumer credit reports, motor vehicle records, education verifications, criminal and civil records and other background information. RSI Screening / Rental Services, Inc. may also provide personal references collected and processed by RSI Screening / Rental Services, Inc. through various channels of information.

RSI Screening / Rental Services, Inc. as Agent of User: User acknowledges and agrees that RSI Screening / Rental Services, Inc. is an authorized agent of User for the purpose of investigating, researching, preparing and returning the Screening Reports ordered by User.

Information Security: User acknowledges and understands its obligation to maintain the confidentiality and integrity of any information and User identification numbers and passwords requested from or through RSI Screening / Rental Services, Inc.

Compliance with Applicable Laws: User and RSI Screening / Rental Services, Inc. shall comply in good faith with all applicable laws in the request, preparation, transmission, dissemination and use of Screening Reports, including, but not limited to, the FCRA, Title VII of the Civil Rights Act of Employment Opportunity Commission ("EEOC") guidelines and regulations, Consumer Reporting Act (California Civil Code Sections 1785.1 et seq.), Investigative Consumer California Civil Code Section 1786, et. seq.) and all other applicable laws and regulations relating to the use of consumer credit reports and consumer investigative reports.

End User shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by Reseller from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose. End User shall comply with any federal and state laws which may restrict or ban the use of Consumer Report for Employment Purposes.



User's Obligations:

Disclosure to Applicant or Employee. User shall provide Applicant or Employee with a clear and conspicuous disclosure, in writing, that the Screening Report will be obtained for employment purposes and such disclosure shall be contained in a document containing only such disclosure. User shall provide Applicant or Employee such other disclosures as required by the FCRA and other applicable state and local laws for the type of report requested, including all disclosures which are required before requesting that RSI Screening / Rental Services, Inc. prepares the Screening Report, and before taking any adverse action based in whole or in part upon any information contained in the Report.

Written Authorization from Applicant or Employee: User shall obtain from the Applicant or Employee a written authorization to obtain and use the Report as required by the FCRA and all other applicable State and local laws.

Certification to RSI Screening / Rental Services, Inc.: Concurrent with making the request for a Report, User shall provide RSI Screening / Rental Services, Inc. with certification that complies with section 604(b)(1) of FCRA (15 U.S.C. §1681b(b)(1)), and in the case of a Report that constitutes an investigative consumer report as defined by the FCRA, an additional certification in a form that complies with section 606(a)(2) of FCRA (15 U.S.C. §1681d(a)(2)) and all other certifications as may be required by applicable state and local laws.

Use For Employment Purposes Only: User shall use the Screening Report provided by RSI Screening / Rental Services, Inc. for employment purposes only and shall not use the Screening Report in violation of any Federal or State equal employment opportunity law or regulation. User shall notify RSI Screening / Rental Services, Inc. immediately of any change in purpose for which the information is used.

Use For Permissible Purposes: User shall be the exclusive user of the Screening Reports and certifies that such Screening Reports shall be used solely for the permitted purposes as proscribed by Section 604 of the FCRA [15 U.S.C. §1681b], California Civil Code Section 1786.12 and all other applicable State and local laws.

Basis for Employment Decisions and Obligations After Adverse Decisions: User shall base all employment decisions and actions on its own policies and procedures and acknowledges and agrees that RSI Screening / Rental Services, Inc.'s employees are not allowed and will not render any opinions regarding the Screening Report. Before taking any adverse action against an Applicant or Employee based in whole or in part on any information provided in the Screening Report provided by RSI Screening / Rental Services, Inc.. Per FCRA guidelines, User and/or RSI Screening / Rental Services, Inc. is required provide the Applicant or Employee with a copy of their Screening Report. User shall inform the Applicant or Employee that RSI Screening / Rental Services, Inc. did not make the decision to take adverse action and cannot give specific reasons for the adverse action taken. User shall further provide a Summary of Rights under the FCRA to the Applicant or Employee.



Confidentiality and Security of Information. User acknowledges and understands its obligation to maintain the confidentiality and integrity of any information received by User. All information requested by User is for User's exclusive use and User shall take reasonable steps to ensure that all information provided by RSI Screening / Rental Services, Inc. will be held in strict confidence, will be kept confidential and will not be disclosed to any third party not involved in the employment decision for which the information is sought. Any use of the Screening Report provided by RSI Screening / Rental Services, Inc., other than for the internal uses provided for in this contract is prohibited, including, but not limited to resale or other commercial use, misrepresentation, improper use of the information or access to the information by unauthorized personnel, whether intentionally or due to carelessness, and may subject User to criminal and/or civil liability under the Federal Credit Reporting Act ("FCRA") and other applicable Federal, State and local laws.

Protection of Account Codes: If User is issued an account code to be used for Internet access to RSI Screening / Rental Services, Inc.'s services (the "Account Code"), User shall only publicize the Account Code to personnel on a need-to-know basis. Any log-on or password information provided to User in connection with the Account Code shall be provided only to an "Account Administrator" and specific individuals designated as "Authorized Users". User shall notify RSI Screening / Rental Services, Inc. immediately upon any change of the Account Administrator or Authorized Users.

Protection of Reports: User shall securely store any hard copy of a Screening Report and protect it against release and disclosure to unauthorized personnel or third parties. In furtherance of that obligation, User shall provide to RSI Screening / Rental Services, Inc. the name of the person requesting the information for each Screening Report request and, where applicable, shall provide the name of the individual who has been designated as the principal Account Administrator.

Payment Requirements/Collection: User Agrees to promptly pay for all services rendered hereunder in accordance with RSI Screening / Rental Services, Inc.'s employment screening schedule of fees. Pricing is subject to change at any time with written notice. User agrees to pay all applicable charges within thirty (30) days of receipt of the information or Screening report requested. All monetary obligations to RSI Screening / Rental Services, Inc. for services rendered which are past due fifteen days or more may, at the election of RSI Screening / Rental Services, Inc., bear interest at the rate of one and one-half percent (1½ %) per month and/or relinquish User's access privileges and release RSI Screening / Rental Services, Inc. from any obligation to perform any further services. In the event that legal action is necessary to obtain the payment of any monetary obligations to RSI Screening / Rental Services, Inc., the User shall be liable to RSI Screening / Rental Services, Inc. for all costs and reasonable attorneys' fees incurred by RSI Screening / Rental Services, Inc. in collection of such obligations.

Attorneys Fees and Costs: In the event a dispute arises with respect to this Agreement, the party prevailing in such dispute shall be entitled to recover all expenses, including, without limitation, reasonable attorneys' fees and expenses incurred in ascertaining such party's rights, and in preparing to enforce, or in enforcing such party's rights under this Agreement, whether or not it was necessary for such party to institute suit or submit the dispute to arbitration.



Governing Law: This Agreement is deemed to be made, executed and performed in the State of Colorado. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Colorado, without reference to principles of conflicts of laws. The parties to this Agreement consent to jurisdiction and venue in the State and Federal courts located in the State of Colorado.

Waiver: The failure of either party to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement will not be construed as a waiver of a subsequent breach of the same or any other covenant, term or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Agreement be deemed a waiver by either party of its remedies or rights with respect to such a breach.

Successors: This Agreement shall inure to the benefit of and bind the heirs, personal representatives, successors, and assigns of the parties.

Limitation of Liability: RSI Screening / Rental Services, Inc. and User agree that unless RSI Screening / Rental Services, Inc. has committed gross negligence or engaged in intentional wrongdoing in the preparation and transmission of the Screening Report, RSI Screening / Rental Services, Inc.'s total liability to User shall be limited to the return of the fees paid to RSI Screening / Rental Services, Inc. for the Screening Report and then only to the extent that the information contained in the Screening Report is found to be the primary basis upon which User incurred injury or damage resulting from the furnishing of the screening Report by RSI Screening / Rental Services, Inc.. RSI Screening / Rental Services, Inc. and User agree that RSI Screening / Rental Services, Inc. shall not be liable to Use for any other damages, costs or expenses whatsoever except as expressly agreed to above or pursuant to Section 12 (a) hereof, and that neither party shall be liable to the other party for punitive, exemplary or consequential damages.

Indemnification: By RSI Screening / Rental Services, Inc.. To the extent permitted by law, RSI Screening / Rental Services, Inc. shall indemnify, defend and hold User harmless from and against any and all claims, demands, costs, expenses and liabilities of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees and costs, which may be incurred by User to a third party, based upon the gross negligence or intentional wrongdoing by RSI Screening / Rental Services, Inc. in preparing or transmitting the Screening Report.

By User. To the extent permitted by law, User shall indemnify, defend and hold RSI Screening / Rental Services, Inc. harmless from and against any and all claims, demands, costs expenses and liabilities of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees and costs, which may be incurred by RSI Screening / Rental Services, Inc. based upon the illegal or wrongful use by User of the Screening Report, the gross negligence or intentional wrongdoing by User in connection with the use of the Screening Report, unsubstantiated claims brought by the User's Applicant: or User's failure to comply with its obligations under the FCRA or other applicable laws in connection with the procurement or use of the Screening Report.



Warranty: RSI Screening / Rental Services, Inc. represents and warrants that services will be performed in a diligent and professional manner in accordance with applicable industry standards. RSI Screening / Rental Services, Inc. shall use its best efforts to provide high quality, timely and accurate information to user, however user recognizes that RSI Screening / Rental Services, Inc. cannot guarantee the accuracy of the information provided because such information is obtained from public records and other third party sources that may not always be accurate or current. The Screening report obtained by RSI Screening / Rental Services, Inc. is derived from databases and records that have been created and maintained by various government agencies, private companies, and other contributors that are not under the control of RSI Screening / Rental Services, Inc.. Responsibility for the accuracy of the information contained in the Screening report and these databases and records rests solely in the contributor. The user waives any and all claim or claims against RSI Screening / Rental Services, Inc. arising out of or related to the accuracy of the Screening report, databases and records.

Term: The term of this Agreement shall continue in force and effect without any fixed date of termination; provided, however, that:

Either party may terminate this Agreement for any reason or no reason at all upon thirty (30) days prior written notice of termination subject to any and all obligations, responsibilities and liabilities incurred prior to termination; or

User may terminate this Agreement, without prior notice, if the other party breaches any provision of this Agreement and fails to cure such breach within ten (10) calendar days after receiving written notice thereof; or

RSI Screening / Rental Services, Inc. may, with just cause, such as delinquency or violation of the terms of this Agreement or a legal requirement of this Agreement or any applicable Federal, State or local law, discontinue serving User and terminate this Agreement immediately.

I hereby agree to all terms and conditions stated in this User Agreement in which I am identified as either "Employer" or "End User". I hereby grant RSI Screening / Rental services, Inc. the right to verify all information provided including, but not limited to, banking and trade references and my personal credit history if I am a sole proprietor or a general partner. I understand that I am responsible for checking the current pricing and policy on all products and services provided by RSI Screening / Rental services, Inc. before placing any order.

Employer's Signature: _____ Date: _____

RSI Signature: _____ Date: _____



Banking Reference

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 _____



SUBSCRIBER CERTIFICATION OF USE FOR EMPLOYMENT CREDIT REPORTS

In compliance with the Federal Fair Credit Reporting Act as amended by the Consumer Credit Reporting Reform Act of 1996 (the "Act"), _____ ("Subscriber") hereby certifies to RSI Employment Screening that it will comply with the following provisions:

1. Subscriber will ensure that prior to procurement or causing the procurement of a consumer report for employment purposes:
 - (a) a clear and conspicuous disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and
 - (b) the consumer has authorized in writing the procurement of the report by the Subscriber.
2. In using a consumer report for employment purposes, before taking any adverse action based in whole or in part on the report, the Subscriber shall provide to the consumer to whom the report relates:
 - (a) a copy of the report
 - (b) a description in writing of the rights of the consumer under the Act, a copy of which is enclosed herewith ("Summary of Consumer Rights"); and
 - (c) Adverse Action Letter
 1. Must be in written or electronic form.
 2. Must contain RSI's name, address and phone number.
 3. Must contain a statement that RSI did not make the decision to take adverse action and is unable to provide the consumer with specific reasons why the action was taken.
 4. Must advise the consumer of their right to obtain a free copy of the report within 60 days of the adverse action and to stipulate the accuracy or completeness of the report.
3. The information from the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation. The contents of a consumer report will be held in strict confidence.
4. Failure to comply with FCRA requirements can result in State or Federal enforcement actions, as well as private law suits. (Sections 606, 617, 621). In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution (Section 619).

Subscriber hereby acknowledges receipt of the Summary of Consumer Rights.

(Signature)

(Date)



Authorization of Release

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.

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.



Equifax Agreement for Service

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
8. 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 EMPLOYEMENT 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.

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.

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 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.
10. 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 laws 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.

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: _____



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 and annually for a residential address. A \$30.00 cancelation fee is charged if the inspection is ordered and then cancelled. Limited Access accounts will be required to pay a onetime setup fee of \$50.00

Full Access Account

Limited Account

Signature: _____ Date: _____



Electronic Payments

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

Pay by Credit Card	
<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.



All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k)



of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identify theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at www.consumerfinance.gov/learnmore.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations are available at www.consumerfinance.gov/learnmore.



II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be



made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations) the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 615(d). This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer’s CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller.Resellers must make reasonable efforts to verify this information before selling the report.



B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB’s website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	Section 625 15 U.S.C. 1681u
Section 603	Section 626 15 U.S.C. 1681v
15 U.S.C. 1681	Section 627 15 U.S.C. 1681w
15 U.S.C. 1681a	Section 628 15 U.S.C. 1681x
Section 604 15 U.S.C. 1681b	Section 629 15 U.S.C. 1681y
Section 605 15 U.S.C. 1681c	Section 615 15 U.S.C. 1681m
Section 605A 15 U.S.C. 1681c-A	Section 616 15 U.S.C. 1681n
Section 605B 15 U.S.C. 1681c-B	Section 617 15 U.S.C. 1681o
Section 606 15 U.S.C. 1681d	Section 618 15 U.S.C. 1681p
Section 607 15 U.S.C. 1681e	Section 619 15 U.S.C. 1681q
Section 608 15 U.S.C. 1681f	Section 620 15 U.S.C. 1681r
Section 609 15 U.S.C. 1681g	Section 621 15 U.S.C. 1681s
Section 610 15 U.S.C. 1681h	Section 622 15 U.S.C. 1681s-1
Section 611 15 U.S.C. 1681i	Section 623 15 U.S.C. 1681s-2
Section 612 15 U.S.C. 1681j	Section 624 15 U.S.C. 1681t
Section 613 15 U.S.C. 1681k	
Section 614 15 U.S.C. 1681l	