

VERIQUEST SCREENING SOLUTIONS APPLICATION

TENANT SCREENING

Name of Business or Company			Telephone Number ()	
Physical Address of Business (PO Box and Private Mail Box are NOT acceptable)			Fax Number ()	
City	State	Zip	Web Site Address	
Mailing Address, if different			E-Mail Address	
City	State	Zip	FEIN (or SSN if Sole Proprietorship or Individual)	
Primary Purpose of Business:		In Business Since: _____	Number of Employees:	Is Business Home-Based?
Purpose for obtaining credit information: (Please specify)				
Estimated number of credit reports per month:		Orders and Reports to be obtained by: Online Account Access: <input type="checkbox"/> Faxed: <input type="checkbox"/>		
Background screening reports will be stored at business address: YES <input type="checkbox"/> NO <input type="checkbox"/> If no, then provided address of storage location.		Physical address:		

Executive or Managerial Contact *(Manager responsible for the administration of background check)*

Check if same as physical

Contact: _____ E-mail Address: _____
 Street _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone #: _____ Fax #: _____

Screening Administrator Contact *(Responsible for placing background check orders/retrieving results)*

Check if same as physical

Contact: _____ E-mail Address: _____
 Street _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone #: _____ Fax #: _____

Other Authorized Users of Screening Service:

Name	Position	Contact Number	Email Address

The information submitted on this application will be used to determine eligibility for accessing information provided by VeriQuest Screening Solutions and must be supplied in its entirety.

AGREEMENT FOR SERVICE

For your protection, the terms and conditions of this agreement should be reviewed with all authorized users.

Recognizing the obligation to develop and implement policies which protect the confidential nature of the information that VERIQUEST SCREENING SOLUTIONS provides and to assure the consumer's right to privacy in order to obtain credit, court, bad check, employment and previous landlord information, the undersigned ("Subscriber") represents to VERIQUEST SCREENING SOLUTIONS and agrees as follows:

THE SUBSCRIBER AGREES: _____ ***Initial***

1. To comply with all provisions of the Federal Fair Credit Reporting Act (FCRA) and any state laws that may apply. Subscriber represents that it is familiar with the requirements of the FCRA, including specifically the permissible purposes for obtaining reports. Subscriber will provide evidence reasonably requested by VERIQUEST SCREENING SOLUTIONS, which evidences subscriber's full compliance with the FCRA.
2. To obtain prior written permission from every individual upon whom reports are ordered and to keep the authorization on file for a minimum of 3 years.
3. That employees will be forbidden to obtain reports on themselves, associates, or any other persons except in the exercise of their official duties.
4. That reports will be used for the following permissible purposes: to review or extend credit for real estate related purposes.
5. To hold information as confidential and not to disclose or resell to any third parties, including the subject of the report. In no event will VERIQUEST SCREENING SOLUTIONS be held liable for any incidental or consequential damages, however arising. Subscriber hereby indemnifies and agrees to defend and hold VERIQUEST SCREENING SOLUTIONS harmless from and against any and all costs and liabilities, which may be asserted against VERIQUEST SCREENING SOLUTIONS based upon the improper use by Subscriber of information furnished to Subscriber by VERIQUEST SCREENING SOLUTIONS, or based upon Subscriber's noncompliance with the FCRA.

ACCESS SECURITY REQUIREMENTS: _____ ***Initial***

Access is permitted only to designated authorized users of your VERIQUEST SCREENING SOLUTIONS account who have permissible purpose for obtaining each consumer's credit, court, bad check, employment and landlord information ("consumer reports"). It is a requirement that all VERIQUEST SCREENING SOLUTIONS accounts (End-Users) and their authorized users take precautions to secure any system or device used to access confidential information. To that end, Subscriber agrees to adhere to the following:

1. The ability to obtain consumer reports must be restricted to a few key personnel.
2. Your account number, list of authorized users and passwords must be protected in such a way that this sensitive information is known only to the key personnel. Under no circumstances should unauthorized persons have knowledge of your account number. The information should not be posted in any manner within your facility.
3. Your account number and passwords are not to be discussed by telephone to any unknown caller, even if the caller claims to be an employee of VERIQUEST SCREENING SOLUTIONS or an authorized user.
4. Any devices/systems used to obtain consumer reports should be turned off and locked after normal business hours and when unattended by key personnel.
5. Hard copies and electronic files of consumer reports are to be secured within your facility and protected against release or disclosure to unauthorized persons.
6. Hard copies of consumer reports are to be shredded, destroyed or otherwise rendered unreadable when no longer needed and when it is permitted to do so by applicable regulation(s).
7. Any system access software you may use, whether developed by your company or purchased from a third party vendor must have your account number and password "hidden" or embedded so that the password is known only to supervisory personnel. Each user of your system access software must then be assigned unique logon passwords.
8. Any terminal devices used to obtain consumer report information should be placed in a secure location within your facility. Access to the device should be difficult for unauthorized users.
9. Electronic files containing consumer report data and/or information will be completely erased or rendered unreadable when no longer needed and when destruction is permitted by applicable regulation(s).

WAIVER/LIMITATION OF LIABILITY:

1. Subscriber recognizes that VERIQUEST SCREENING SOLUTIONS cannot guarantee the accuracy of information reported because such information is obtained from public records and other third party sources that may not always be accurate or current. The consumer report obtained by VERIQUEST SCREENING SOLUTIONS 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 VERIQUEST SCREENING SOLUTIONS, and in no event shall VERIQUEST SCREENING SOLUTIONS be held liable in any manner whatsoever for any loss or injury to Subscriber resulting from the obtaining or furnishing of such information. VERIQUEST SCREENING SOLUTIONS represents and warrants that services will be performed in a diligent and professional manner in accordance with applicable industry standards.

TERM:

1. VERIQUEST SCREENING SOLUTIONS may terminate service to Subscriber upon notice at least 10 days prior to the end of any given monthly payment period. VERIQUEST SCREENING SOLUTIONS may deny service to Subscriber at any time if VERIQUEST SCREENING SOLUTIONS reasonably believes that Subscriber is not or has not been in compliance with this Agreement. This Agreement sets forth the entire understanding and agreement between VERIQUEST SCREENING SOLUTIONS and Subscriber, and shall not be altered, varied, or enlarged upon by any verbal promises, statements, or representations not expressed herein. This instrument shall be interpreted in accordance with the laws of the State of New York. Subscriber may not assign its rights under this agreement and any affiliate, successor or assign of Subscriber must submit a new Application and Agreement.

PAYMENT REQUIREMENTS/COLLECTION:

1. Subscriber agrees to pay VERIQUEST SCREENING SOLUTIONS the applicable charges for the various services rendered to Subscriber as specified in VERIQUEST SCREENING SOLUTIONS' screening service list, which is subject to change from time to time. Subscriber agrees to pay all applicable charges due upon receipt of the information or consumer report requested or invoice if billed monthly. However, all monetary obligations to VERIQUEST SCREENING SOLUTIONS for services rendered which are past due thirty days or more may, at the election of VERIQUEST SCREENING SOLUTIONS, bear interest at the rate of 1.5% per month for any amounts outstanding. In the event that legal action is necessary to obtain the payment of any monetary obligations to VERIQUEST SCREENING SOLUTIONS, the Subscriber shall be liable to VERIQUEST SCREENING SOLUTIONS for all costs and reasonable attorneys' fees incurred by VERIQUEST SCREENING SOLUTIONS in collection of such obligations.

I understand that a violation of the VeriQuest Screening Solutions Agreement for Service, the Fair Credit Reporting Act or any State laws will at a minimum result in the termination of this account. A fax or scan copy of this signature will act as the original.

Company Name _____

Signature _____ Date _____

Type or Print Name _____ Title _____

"Failure to comply with the FCRA can result in state or federal 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." - federal Fair Credit Reporting Act (15 USC. 1681q)



FCRA COMPLIANCE CERTIFICATION

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FAIR CREDIT REPORTING ACT

The federal Fair Credit Reporting Act (FCRA) requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. 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. The FCRA, 15 U.S.C. 1681-1681u, is set forth in full at the Federal Trade Commission's Internet Web site (<http://www.ftc.gov>).

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 of the FCRA 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 a 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 unsolicited offers of credit or insurance. The particular obligations of users of this "prescreened" information are described in Section V below.

B. Users Must Provide Certifications

Section 604(f) of the FCRA prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA (by a general or specific certification, as appropriate) 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 of the FCRA. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have negative impact – such as unfavorably changing credit or contract terms or conditions, denying or canceling credit or insurance, offering credit on less favorable terms than requested, or denying employment or promotion.

1. Adverse Actions Based on Information Obtained From A CRA

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

- ◆ The name, address, and telephone number of the CRA (including a toll-free 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 requests the report within 60 days.
- ◆ A statement setting form 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) of the FCRA requires that the user clearly and accurately disclose to the consumer his or her right to obtain disclosure of the nature of the information that was relied upon by making 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 notification 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. (Information that is obtained directly from an affiliated entity relating solely to its transactions or experiences with the consumer, and information from a consumer report obtained from an affiliate are not covered by Section 615(b)(2).

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

If 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 prior written authorization from the consumer.
- ◆ 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, provide a copy of the report to the consumer as well as the summary of the consumer's rights. (The user should receive this summary from the CRA, because Section 604(b)(1)(B) of the FCRA requires CRAs to provide a copy of the summary with each consumer report obtained for employment purposes.

III. OBLIGATIONS OF USERS OF INVESTIGATIVE CONSUMER REPORTS

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. 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 of the FCRA 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 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 this or her right to request additional disclosures of the nature and scope of the investigation as described below, and must include the summary of consumer rights required by Section 609 of the FCRA. (The user should be able to obtain a copy of the notice of consumer rights from the CRA that provided the consumer report.)
- ◆ 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 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 that was requested. 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.

IV. OBLIGATIONS OF USERS OF CONSUMER REPORTS CONTAINING MEDICAL INFORMATION

Section 604(g) of the FCRA prohibits consumer reporting agencies from providing consumer reports that contain medical information for employment purposes, or in connection with credit or insurance transactions, without the specific prior consent of the consumer who is the subject of the report. In the case of medical information being sought for employment purposes, the consumer must explicitly consent to the release of the medical information in addition to authorizing the obtaining of a consumer report generally.

V. 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 a list of consumers from a CRA who meet certain pre-established 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 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 the 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. This statement must include the address and toll-free telephone number of the appropriate notification system.

VI. OBLIGATIONS OF RESELLERS

Section 607(e) of the FCRA 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 the 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.

VII. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state or federal 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].

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

We are required to audit the usage of restricted products and to terminate access to these products immediately if we have any reason to believe that a customer is knowingly or willfully disregarding the law and to report such breaches to the appropriate body. The previous pages contain summaries of the Obligations of Users under the Fair Credit Reporting Act and a Summary of Consumer Rights under the FCRA. We strongly recommend that you read them.

A complete copy of the Fair Credit Reporting Act is available on our website for your review.

Please confirm receipt of this notice by signing and returning it with your membership application.
(FAX 1-866-610-0139)

Company Name

Typed or Printed Name and Title

Authorized Signature

Date

