

Tenant Patrol

YOUR KEY TO PROPERTY PROTECTION

A division of Hire Image LLC

CERTIFICATION FROM END-USER TO CONSUMER REPORTING AGENCY

In compliance with the Fair Credit Reporting Act (the "Act") and applicable state law, End-User hereby certifies to Tenant Patrol that it will comply with the following provisions:

End-User certifies that prior to obtaining or causing a "consumer report" and/or an "investigative consumer report" to be obtained for employment or other purposes:

1. A clear and conspicuous disclosure, **in a document consisting solely of the disclosure**, will be made in writing to the consumer. The disclosure will explain that a consumer report and/or an investigative consumer report may be obtained for employment or other purposes, and will be presented to the consumer before the report is procured or caused to be procured. The disclosure will satisfy all requirements identified in Section 606(a)(1) of the Act.
2. The consumer will have authorized, in writing, the obtaining of the report by End-User.

Should the consumer make a written request within a reasonable amount of time, End-User will provide:

1. Information about whether an investigative consumer report has been requested;
2. If an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and
3. The name and address of the outside agency to whom requests for any of these reports has been made.

This information will be provided no later than five days after the date on which the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

Should the consumer be denied employment, or other adverse action taken, in whole or in part on the basis of the report, Agency will provide to the applicant or employee:

1. A copy of the report; and
2. A description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act."

The information from the report will not be used in violation of any applicable federal or state equal employment opportunity laws or regulations.

End-User hereby acknowledges receipt of the Notice to Users of Consumer Reports.

End-User

Title

Signature

Date

Tenant Patrol

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A Division of Hire Image LLC

THIS END-USER AGREEMENT (“Agreement”) is made and entered into by and between Tenant Patrol, a division of Hire Image LLC, its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents (jointly, “Tenant Patrol”) and _____ (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents (jointly “End-User”). This Agreement shall be effective on the date of last signature below (the “Effective Date”).

General

Tenant Patrol strives to deliver accurate and timely information products to assist End-User in making intelligent and informed decisions for a permissible purpose under applicable law. To this end, Tenant Patrol assembles information from a variety of sources, including databases maintained by consumer reporting agencies containing information from public records, other information repositories and third-party researchers. End-User understands that these information sources and resources are not maintained by Tenant Patrol. Therefore, Tenant Patrol cannot be a guarantor that the information provided from these sources is absolutely accurate or current. Nevertheless, Tenant Patrol will at all times use its best practices consistent with the industry standard to ensure the accuracy and completeness of its information products. Tenant Patrol also has in place procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.

End-User’s Certification of Fair Credit Reporting Act (FCRA) Permissible Purpose(s)

End-User hereby certifies that all of its orders for information products from Tenant Patrol shall be made, and the resulting reports shall be used, for the following Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq., permissible purposes only:

(Please check all that apply)

- Section 604(a)(1). As ordered by a court or federal grand jury subpoena.
- Section 604(a)(2). As instructed by the consumer in writing.
- Section 604(a)(3)(A). 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)(B). For employment purposes including evaluating a consumer for employment, promotion, reassignment or retention as an employee, where the consumer has given prior written permission.
- Section 604(a)(3)(C). For the underwriting of insurance as a result of an application from the consumer.
- Section 604 (a)(3)(D). 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)(E). For use by a potential investor or servicer, or current insurer, in evaluating and/or assembling the credit or prepayment risk associated with an existing credit obligation.
- Section 604(a)(3)(F)(i). Where there is a legitimate business need, in connection with a business transaction that is initiated by the consumer.
- Section 604(a)(3)(F)(ii). To review a consumer’s account to determine whether the consumer continues to meet the terms of the account.
- Section 604(a)(4) or (5). For use by state and/or local officials in connection with the determination of child support payments, or modifications and enforcement thereof.

End-User's Certification of Legal Compliance

End-User certifies to Tenant Patrol that the information products it receives will not be used in violation of any applicable federal, state or local laws. End-User accepts full responsibility for complying with all such laws and for using the information products it receives from Tenant Patrol in a legally acceptable fashion. End-User further accepts full responsibility for any and all consequences of use and/or dissemination of those products.

End-User further agrees to put into place reasonable procedures for the fair and equitable use of background information and to secure the confidentiality of private information.

End-User agrees to take precautionary measures to protect the security and dissemination of this information including, for example, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of electronic and hard copy reports.

End-User agrees to abide by Addendum A - Access Security Requirements. Likewise, as a condition of entering into this Agreement, End-User certifies that it has in place reasonable procedures designed to comply with all applicable local, state and federal laws. End-User also certifies that it will retain any information it receives from Tenant Patrol for a period of five years from the date the report was received. End-Users seeking credit information must provide the information in Addendum B before Tenant Patrol can provide credit information to End-User. Addendums A and B are incorporated into and are part of this End-User Agreement for Consumer Reports.

A. When Information Products are Used for Employment Purposes

If the information products End-User obtains from Tenant Patrol are to be used for an employment purpose, End-User certifies that prior to obtaining or causing a "consumer report" and/or "investigative consumer report" to be obtained, a clear and conspicuous disclosure, in a document consisting solely of the disclosure, will be made in writing to the consumer explaining that a consumer report and/or investigative consumer report may be obtained for employment purposes. This disclosure will satisfy all requirements identified in Section 606(a)(1) of the FCRA, as well as any applicable state or local laws. The consumer will have authorized, in writing, the obtaining of the report by End-User.

If the consumer is denied employment, or other adverse employment action is taken based in whole or in part on the information products provided by Tenant Patrol, End-User will provide to the consumer: (1) a copy of the report, and (2) a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act." After the appropriate waiting period, End-User will issue to the consumer notice of the adverse action taken, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act. End-User hereby acknowledges that it has received a copy of the Summary of Rights (16 C.F.R. Part 601, Appendix A) and Notice of Users of Consumer Reports (16 C.F.R. Part 601, Appendix C).

End-User understands that the credit bureaus require specific written approval from Tenant Patrol before the following persons, entities and/or businesses may obtain credit reports: private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media, resellers, financial counseling firms, credit repair clinics, pawn shops (except companies that do only Title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, dating services, massage or tattoo services, businesses that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscriptions companies, individuals involved in spiritual counseling or persons or entities that are not an End-User or decision maker.

B. Investigative Consumer Reports

In addition to the disclosure requirements identified above, if the consumer makes a written request within a reasonable amount of time, End-User will provide: (1) information about whether an investigative consumer report has been requested; (2) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (3) Tenant Patrol's contact information, including complete address and toll-free telephone number. This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

C. International Criminal Record Searches

End-User understands that searches of international background screening will be conducted through the services of third-party independent contractor. Because of differences in foreign laws, language, and in the manner in which foreign records are maintained and reported, Tenant Patrol cannot be either an insurer or a guarantor of the accuracy of the information reported. End-User therefore releases Tenant Patrol and its affiliated companies, officers, agents, employees, and independent contractors from any liability whatsoever in connection with erroneous information received as a result of an international background screening report.

Additional Requirements for Moving Violation Reports (MVRs) and Driving Records

End-User hereby certifies that Moving Violation Reports and/or Driving Records (MVRs) shall only be ordered in strict compliance with the Driver Privacy Protection Act (“DPPA”, at 18 U.S.C. § 2721 et seq.) and any related state laws. End-User further certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to obtain “driving records,” evidence of which shall be transmitted to Tenant Patrol in the form of the consumer’s signed release authorization form. End-User also certifies that it will use this information only in the normal course of business to obtain lawful information relating to the holder of a commercial driver’s license or to verify information provided by an applicant or employee. End-User shall not transmit any data contained in the resulting MVR via the public internet, electronic mail or any other unsecured means.

General Provisions

End-User agrees not to resell, sub-license, deliver, display or otherwise distribute to any third party any of the information products addressed herein, except as required by law. End-User may not assign or transfer this Agreement without the prior written consent of Tenant Patrol. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be impacted. By agreement of the parties, Florida law shall guide the interpretation of this Agreement, if such interpretation is required. All litigation arising out of this Agreement shall be commenced in Florida, and the parties hereby consent to such jurisdiction and venue. Any written notice by either party shall be delivered personally by messenger, private mail courier service, or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed below. This Agreement shall be construed as if it were jointly prepared. Both parties agree that this Agreement constitutes all conditions of service, present and future. Changes to these conditions may be made only by mutual written consent of an authorized representative of End-User and an officer of Tenant Patrol. The headings of each section shall have no effect upon the construction or interpretation of any part of this Agreement.

If End-User is permitted to request consumer reports for employment purposes via Tenant Patrol’s website then, in addition to all other obligations, End-User agrees to abide by such additional conditions that may be imposed to utilize the website, provide all required certifications electronically, to maintain complete and accurate files containing all required consent, authorization and disclosure forms with regard to each consumer for whom a report has been requested, and maintain strict security procedures and controls to assure that its personnel are not able to use End-User’s Internet access to obtain reports for improper, illegal or unauthorized purposes. End-User agrees to allow Tenant Patrol to audit its records at any time, upon reasonable notice given.

Breaches of this Agreement and/or violations of applicable law discovered by Tenant Patrol may result in immediate suspension and/or termination of the account, legal action and/or referral to federal or state regulatory agencies.

Confidentiality

Neither party shall reveal, publish or otherwise disclose any Confidential Information to any third party without the prior written consent of the other party. “Confidential Information” means any and all proprietary or secret data; sales or pricing information relating to either party, its operations, employees, products or services; and, all information relating to any customer, potential customer, Agent, and/or independent sales outlet. The Parties agree to keep this information confidential at all times during the term of this Agreement, and continuing for five years after receipt of any Confidential Information. Notwithstanding anything to the contrary herein, in no event shall Tenant Patrol, LLC be required to destroy, erase or return any consumer reports or applicant data related thereto in Tenant Patrol, LLC’s files, all of which Tenant Patrol, LLC shall maintain as a consumer reporting agency in strict accordance with all applicable local, state, and federal laws.

Fees and Payment

End-User agrees to pay nonrefundable fees and other charges for Tenant Patrol's background check services. At Tenant Patrol's option, payments not received fifteen (15) days after the date of the invoice may cause the account to be placed on temporary interruption, with no additional requests being processed until the balance due is paid in full or arrangements have been made with Tenant Patrol's Accounts Payable Department. Accounts with invoices unpaid ninety (90) days or more will be assessed an interest charge of 1 1/2 % per month, as allowed by applicable law. If the account goes to collection, End-User agrees to pay all collection expenses, including attorneys' fees and court costs. End-User agrees that providing credit card information and submitting it electronically to Tenant Patrol represents a legal authorization to debit the card for the orders placed or for non-payment per the 15 day terms. End-User agrees that prices for services are subject to change without notice, although Tenant Patrol will make every reasonable effort to give notice of such change before it becomes effective. Any account that remains inactive for a period of twelve (12) months will be deemed inactive and may be terminated by Tenant Patrol.

Warranties and Remedies

End-User understands that Tenant Patrol obtains the information reported in its information products from various third party sources "AS IS", and therefore is providing the information to End-User "AS IS". Tenant Patrol makes no representation or warranty whatsoever, express or implied, including but not limited to, implied warranties of merchantability or fitness for particular purpose, or implied warranties arising from the course of dealing or a course of performance with respect to the accuracy, validity, or completeness of any information products and/or consumer reports, that the information products will meet End-User's needs, or will be provided on an uninterrupted basis; Tenant Patrol expressly disclaims any and all such representations and warranties.

Tenant Patrol will not be liable for any indirect, incidental, consequential, or special damages for loss of profits, whether incurred as a result of negligence or otherwise, even if Tenant Patrol has been advised of the possibility of such damages. End-User shall indemnify, defend and hold harmless Tenant Patrol from and against any and all claims, suits, proceedings, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs) brought or suffered by any third party arising or resulting from, or otherwise in connection with, any breach by End-User of any of its representations, warranties, or agreements in this Agreement or its negligence or willful misconduct.

Tenant Patrol nevertheless agrees to be responsible for actual damages to the extent of and maximum stated herein for third party claims directly resulting from Tenant Patrol's sole negligence in assembling the consumer report. Tenant Patrol does not guarantee End-User's compliance with all applicable laws in its use of reported information, and makes no effort to provide compliance related services in connection with its furnishing of reports. End-User understands that any conversation or communication with Tenant Patrol's representatives regarding searches, verifications or other services offered by Tenant Patrol are not to be considered a legal opinion regarding such use. End-User agrees that it will consult with its own legal or other counsel regarding the legality of using or relying on reported information.

Tenant Patrol, LLC may adjudicate any consumer reports based on criteria established and provided by End-User ("Criteria"). Tenant Patrol, LLC makes no representations regarding the validity, legality or appropriateness of the Criteria. Adjudication services shall be deemed to be purely clerical in nature and shall be performed by Tenant Patrol, LLC on behalf of the End-User. All employment-related decisions, including hiring, contracting and site-access decisions, are made by the End-User, not by Tenant Patrol, LLC. End-User shall assume full responsibility for such decisions, and shall indemnify and hold End-User harmless from any and all claims, losses, damages and any costs (including attorneys' fees) that may be related to or arise therefrom.

Term and Termination

The term of this Agreement shall begin on the date it is executed by End-User and shall be in effect for one (1) year (term) beginning on the first day of the assigned date below and renewed automatically for one (1) year each year on its anniversary date, if no written notice is received by either party within thirty (30) days prior to end of term.

Tenant Patrol reserves the right to change its fees under this Agreement upon ten (10) days notice to End-User; provided, Tenant Patrol will not increase its own fees during the first six (6) months of this Agreement.

For clarification, references to Tenant Patrol's fees do not include changes based on entities other than Tenant Patrol (such as surcharges and other fees levied by federal, state, county, other governmental agencies, educational institutions, employer verification lines and licensing agencies) since such changes are out of Tenant Patrol's control.

Either party may cancel this Agreement by giving sixty (60) day written notice to the other party. Tenant Patrol may terminate or revise the provisions of this Agreement immediately upon written notice if End-User is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if End-User undergoes a change in ownership. Termination of this Agreement by either party does not release End-User from its obligation to pay for services rendered.

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to perform any provision, term or condition of this Agreement the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have fifteen (15) days from the receipt of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

During the term of this Agreement, Tenant Patrol will be the exclusive provider to the End-User of employment screening, except for services not provided herein.

Force Majeure

End-User agrees that Tenant Patrol is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes and/or Acts of God) that prevent Tenant Patrol from meeting its obligations under this Agreement.

Execution

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original. The individuals signing below represent that they are duly authorized to do so.

Signature of End-User's

Authorized Agent _____ Date _____

Printed Name _____ Title _____

Company or Business Legal Name _____

Street
Address _____

Telephone &
Fax _____

Email _____

Please sign and fax completed End-User Agreement to 866-494-7191

Signature on Behalf of Tenant Patrol _____ Date _____

Printed Name _____ Title _____

ADDENDUM A

Access Security Requirements

The parties acknowledge they must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer reports. In accessing consumer information, End-User agrees to the following:

1. End-User will take reasonable procedures to protect its account number and password so that only key personnel employed by your company know this sensitive information, including not posting this information anywhere in the facility. End-User agrees to change account passwords immediately if a person who knows the password leaves its company or no longer needs to have access due to a change in duties.
2. End-User agrees that system access software, whether developed by your company or purchased from a third party vendor, will have End-User's account number and password "hidden" or embedded and be known only by supervisory personnel. End-User will assign each user of its system access software a unique logon password. If such system access software is replaced by different access software and therefore no longer is in use or, alternatively, the hardware upon which such system access software resides is no longer being used or is being disposed of, or if the password has been compromised or believed to be compromised in any way, End-User will change its password immediately.
3. End-User agrees it will not discuss its account number or password by telephone with any unknown caller, even if the caller claims to be an employee of Tenant Patrol.
4. End-User will restrict the ability to obtain consumer information to a few key personnel.
5. End-User agrees to place all terminal devices used to obtain consumer information in a secure location within its facility so that unauthorized persons cannot easily access them.
6. End-User agrees it will turn off and lock all devices or systems used to obtain consumer information.
7. End-User will secure hard copies and electronic files of consumer reports within its facility so that unauthorized persons cannot easily access them.
8. End-User agrees to shred and/or destroy all hard copy consumer reports when they are no longer needed and erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
9. End-User agrees to notify its employees that End-User can access credit information only for the permissible purposes listed in the Fair Credit Reporting Act.

ADDENDUM B

Documents Required Before Requesting Credit Report Information

Before End-User will be allowed to access credit report information, Tenant Patrol requires that End-User provide one (1) of the following (if End-User is not publicly traded):

1. Business license status from a government web site (please include entire web page print out);
2. Business license, copy or documented verification;
3. Documented corporation verification with state or federal government;
4. Copy of Articles of Incorporation with proof of filing;
5. State and/or federal tax records originating from the state or federal government;
6. FDIC Certification; or
7. 501(c)(3) certificate for non-profit organizations.

If End-User is a publicly traded company, the following items are acceptable methods for verifying that the End-User is a bona fide entity:

1. Documentation of ticker symbol information from trading website;
2. Certified copy of audited annual or quarterly statements submitted to the SEC.

ADDENDUM C

Customer Information Form

Company Name: _____

Company Address: _____

Management Companies should include a list of properties under management contract.

Primary contact: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

Authorized users (each user will receive a secure login ID and password):

Name: _____ Name: _____

Title: _____ Title: _____

Phone: _____ Phone: _____

Fax: _____ Fax: _____

E-mail: _____ E-mail: _____

Name: _____ Name: _____

Title: _____ Title: _____

Phone: _____ Phone: _____

Fax: _____ Fax: _____

E-mail: _____ E-mail: _____

(Attach additional sheets if necessary)