

Service Agreement

Services: Tenant Patrol ("Provider") shall maintain a computerized information retrieval system and furnish, at Subscriber's request, a summary of available information relating to rental applicants. The summary will typically include tenant performance history and a separate consumer credit report provided by Experian, CSC Equifax, or Trans Union. Reports available for an additional fee may include check-writing history, Address/SSN search, and criminal background checks.

Use: Subscriber agrees to request and use services from Provider in transactions involving rental applicants of Subscriber only. Subscriber shall maintain all information in connection with the services in strict confidence, and shall disclose reports only to Subscriber's employees whose duties reasonably relate to the business purpose for which the services are requested. Subscriber's PIN number or Internet account number(s), username(s), and password(s) shall be confidential and shall not be disclosed. Subscriber shall notify Provider immediately of any loss or compromise of a Subscriber's identification information.

Charges: Subscriber agrees to pay Provider applicable charges for the services rendered at the request of the Subscriber. The initial charges shall be set forth on this agreement. Provider may change the rate upon thirty (30) days written notice to the Subscriber. Subscriber agrees to pay all charges by the 15th of each month. Provider may disrupt services to Subscriber if payments are not received by the due date. A late fee of Ten (\$10.00) Dollars plus interest will be assessed to any account not paid in full before the next Tenant Patrol billing cycle, which is typically the first (1st) of each month.

Policies And Procedures: Subscriber and any authorized user of Subscriber shall know and comply with all federal, state and local laws, including but not limited to the Fair Credit Reporting Act (FCRA) and all laws governing the leasing of property, including fair housing laws. Subscribers shall report accurate and complete information to Provider and shall correct immediately any information that was previously provided to Provider that was incomplete or inaccurate. Subscriber shall only request and obtain the information from Provider for a legitimate business need, in connection with a business transaction that was initiated by a consumer and for which the consumer has given Provider and Subscriber written permission to obtain such information. Subscriber shall use the information provided by Provider only for the permissible purpose stated herein and for no other purpose. Subscriber shall provide upon request appropriate certification to Provider regarding the use of the information. Subscriber shall not disclose any information received from Provider to anyone other than an authorized user. If Subscriber elects to deny an application, increase the cost of tenancy, or take any other adverse action to the interests of the applicant, due in whole or in part to information furnished by Provider, Subscriber shall notify the applicant in accordance with the FCRA. Provider is not responsible for or connected in any way to making any adverse decisions or notifying an applicant of the adverse decision. Subscriber and each authorized user of Subscriber shall execute and deliver to Provider a Policies and Procedures Statement. The terms and conditions of the Policies and Procedures Statement shall be incorporated herein and shall be part of this Service Agreement.

Liabilities: Provider does not make any representations, warranties or guarantees regarding the accuracy, completeness or currency of any information provided in any report to Subscriber except as required by the FCRA. Subscriber acknowledges that Provider obtains certain information, such as credit reports, check writing reports, Address/SSN searches, and criminal background history reports from third parties not affiliated with Provider and does not amend or alter these reports in any manner. Provider is not responsible for any errors or omissions contained in any report provided by any third party. Provider, its officers, employees, agents and representatives shall not be liable for any claim, injury or demand resulting from any services provided hereunder to Subscriber or for any violations by Subscriber of any federal, state, or local laws. Subscriber shall indemnify, defend and hold harmless Provider, its officers, directors, successors, affiliates, employees, agents and representatives, from and against any and all suits or claims (including, but not limited to, claims for violations of federal, state or local law, including the Fair Credit Reporting Act and any fair housing law), losses, damages, costs, expenses, assessments, judgments, recoveries and deficiencies, including interest, penalties and reasonable attorneys' fees (including, without limitation, attorneys' fees incurred in investigating or in attempting to avoid the same or oppose the imposition thereof), of every kind and description, contingent or otherwise, occasioned by, arising out of or resulting from Subscriber's improper use of the services provided by Provider, improper use of the information provided by Provider, and any violations by Subscriber of any federal, state, or local law.

Term: This agreement may be terminated by either party upon 30 days written notice; provided, however, that Provider shall not be required to give a 30-day notice to terminate the Agreement, and this Service Agreement will automatically terminate if Provider reasonably believes that Subscriber is not properly reporting resident information to Provider, is intentionally disregarding Provider's Policies and Procedures, is violating any federal or state law pertaining to fair credit reporting practices or any laws governing the leasing of property, including fair housing laws.

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Subscriber Information

Please complete the following information along with a Policies & Procedures for each user and return by fax or mail to:
Tenant Patrol • 6 Alcazar Ave • Johnston, RI (877) 490-2202 • FAX (866) 493-5111

***Reports Will Be Requested By (Select Only ONE): Internet Fax Phone/Mail

Company or Account Name: _____

Company Type: Corporation Sole Proprietor Partnership LLC Years in Business/Owned Rentals: _____

Contact Name: _____ Website: _____

Email address (for contact name above): _____

Social Security Number / Federal ID#: _____

Driver's License Number: _____ State Issued: _____
(Individual Account Only)

Billing Address: _____

City: _____ State: _____ Zip: _____

Primary Phone: (____) _____ Alternate# or Cell Phone: (____) _____ Fax: (____) _____

Physical Address of Rental Property: _____

City: _____ State: _____ Zip: _____

Total number of rental units you own or manage: _____

List any memberships in Landlord or Real Estate Organizations:

List names of all Authorized Users (each user must sign a Policies & Procedures):

Please provide proof of property ownership by submitting a copy of one of the following documents under the owner's name: recent utility bill for the property; copy of property insurance binder page; copy of property tax bill; or copy of deed or property closing document.

FCRA Requirements

Federal Fair Credit Reporting Act (as amended by the Consumer Credit Reporting Reform Act of 1996)

Although the FCRA primarily regulates the operations of consumer credit reporting agencies, it also affects you as a user of information. We have included a summary of the FCRA with your Sign-up materials. We suggest that you and your employees/Authorized Users become familiar with the following sections in particular:

- § 604. Permissible Purposes of Reports
- § 607. Compliance Procedures
- § 615. Requirement on users of consumer reports
- § 616. Civil liability for willful noncompliance
- § 617. Civil liability for negligent noncompliance
- § 619. Obtaining information under false pretenses
- § 621. Administrative Enforcement
- § 623. Responsibilities of Furnishers of Information to Consumer Reporting Agencies

Each of these sections is of direct consequence to users who obtain reports on consumers. As directed by the law, credit reports may be issued only if they are to be used for extending credit, Tenant screening, review or collection of an account, employment purposes, underwriting insurance or in connection with some other legitimate business transaction such as in investment, partnership, etc. It is imperative that you identify each request for a report to be used for employment purposes when such report is ordered. Additional state laws may also impact your usage of reports for employment purposes.

We strongly endorse 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.

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.

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

The following applies to Tenant Patrol’s consumer credit products (i.e. Consumer Credit Reports, Tenant History, TeleCheck, Social Security Number Search, Criminal Background Check):

I have read and understand the “**FCRA Requirements**” notice and “**Access Security Requirements**” and will take all reasonable measures to enforce them within my facility. I certify that I will use the Tenant Patrol product information for no other purpose other than what is stated in the Permissible Purpose/Appropriate Use section on this Service Agreement and for the type of business listed on this application. **I will not resell the report to any third party.** 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 access privilege may be terminated. I certify that I am authorized to execute this Service Agreement on behalf of the company listed above and agree for the company to the terms and conditions set forth in the Service Agreement.

Permissible Purpose/Appropriate Use (Application will not be processed unless this information is provided.)

Please describe the **specific** purpose for which credit reports, tenant history reports, TeleCheck, criminal background check product information will be used. (What will you do with the information obtained? – For example, ‘screen tenants’)

*** _____ ***

Company / Account Name

Print Name of Owner or Officer

Title

X _____
Authorized Signature

Date

THE POLICIES AND PROCEDURES OF TENANT PATROL

PLEASE READ CAREFULLY

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ALL USERS OF TENANT PATROL MUST READ THIS CAREFULLY AND RETURN A SIGNED COPY TO TENANT PATROL

WE ARE OBLIGATED TO CALL TO YOUR ATTENTION CERTAIN MEMBERSHIP REQUIREMENTS WHICH ARE NECESSARY FOR LEGAL COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS. ALSO, THERE ARE SEVERAL IMPORTANT SECURITY PROCEDURES YOU MUST FOLLOW FOR YOUR OWN PROTECTION.

For you and your company's protection, all users of Tenant Patrol must have a signed copy of our Service Agreement and Policies and Procedures form on file at Tenant Patrol.

You are responsible to know and comply with all federal, state, and local laws, including, but not limited to, the Fair Credit Reporting Act ("FCRA"). Accompanying this Policies and Procedures document is a copy of *Notice To Furnishers of Information: Obligations of Furnishers under the FCRA* and *Notice to Users of Consumer Reports: Obligations of Users Under the FCRA*. These are summaries that are being provided to you for your information and reference only. You are responsible for making an independent determination of your compliance with the FCRA and any amendments thereto. Please be advised that these documents come from the Federal Trade Commission and in no way constitute legal advice from Tenant Patrol.

BE AWARE that as an authorized user of Tenant Patrol you must respect the privacy of your applicants with regard to the handling of the confidential information provided by Tenant Patrol. Certain safeguards are necessary to maintain this important confidence and comply with the laws regulating the use of consumer reports. These safeguards are discussed further below.

CONFIDENTIALITY POLICIES

All information on the TENANT REPORT, CREDIT BUREAU REPORTS, TELECHECK REPORT, CRIMINAL HISTORY and/or any other service utilized by Tenant Patrol is deemed **STRICTLY CONFIDENTIAL**.

Only approved personnel that have read and signed a Policies and Procedures form and have a permissible purpose may view and/or use the reports provided by Tenant Patrol.

APPLICATION DECLINE POLICIES

If you make any adverse decisions (*i.e.* decline, increase deposit, require co-signer, etc.) based in whole or in part due to any information received through Tenant Patrol, the applicant must receive an adverse action (decline) letter by mail or in person. Recommended letters or wording are available through Tenant Patrol. If an applicant disputes the accuracy of resident history information provided by Tenant Patrol, the applicant should be directed to Tenant Patrol and may receive a complimentary report. If an adverse action is taken against an applicant due to credit information found on a credit report, check writing history found on a TeleCheck report or criminal history found on a report provided by an entity other than Tenant Patrol, you should direct the applicant to the source agency to address any dispute and/or to obtain a complimentary copy of his or her report. Tenant Patrol is simply a reseller of this information and cannot provide the same level of assistance as the source of information, e.g., Experian. You must include a summary of the consumer's rights under the FCRA with all notices of an adverse decision. This summary is available through Tenant Patrol for your convenience. The decision to make an adverse decision is yours alone. Tenant Patrol is not responsible for making any adverse decisions or notifying any applicant of the adverse decision. Tenant Patrol is also not responsible for your compliance with the FCRA regarding notification of any adverse decisions. Any information contained in this section regarding compliance with the FCRA is for your convenience only, and you are solely responsible for compliance with the FCRA.

REQUESTING APPLICANT INFORMATION

You **MUST** have a signed **AUTHORIZATION FOR FILE DISCLOSURE** from **EVERY** applicant before you request applicant information. The authorization may be incorporated in your rental application or on a separate sheet available through Tenant Patrol for your convenience. You should only accept legible applications and check identification for all applicants. You may request reports only on signed applications for tenancy on property you own or manage. Anyone found requesting reports for applicants on property owned or managed by others may have their service terminated.

Phone service: When utilizing phone service by Tenant Patrol, you must call during regular business hours, provide us with your name, phone number and PIN/Account number. Reports will be processed and Tenant Patrol will call you back. A complete copy of the information requested will be mailed via United States Postal Service.

Fax service: When utilizing fax service, you will be provided a Fax Report Request Form by Tenant Patrol. This form must be complete, legible and may be faxed to Tenant Patrol 24 hours a day. Requested reports will be returned via fax during regular business hours.

Internet service: When utilizing Internet services, you may access most services provided by Tenant Patrol 24 hours a day, 7 days a week. These reports can be printed directly on your printer.

Regardless of which method is utilized, all subscribers **must** have a signed **AUTHORIZATION FOR FILE DISCLOSURE** before requesting reports. Failure to do so may constitute a violation of federal law and result in permanent disruption of tenant reporting and credit reporting services.

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CHARGES

Charges will accrue monthly and you will be provided with a monthly invoice. Payment is due on the 15th day of the month in which the invoice was issued. Outstanding invoices are subject to a \$10.00 late fee plus 1.5% interest on any unpaid balance. Outstanding invoices may cause service disruption and may require pre-payment or a deposit plus a \$25.00 re-activation fee. Please see the Service Agreement for more specific details.

A charge will appear on your invoice **each time** you request information from Tenant Patrol. Each applicant requested will carry a separate charge. Multiple requests for the same applicant will be charged as separate requests. If you experience difficulties receiving a report the first time, you **must** contact Tenant Patrol **prior** to a second attempt to avoid duplicate charges.

AUTHORIZED USERS

Anyone utilizing Tenant Patrol's services or information must be an "Authorized User" and their signed Policies and Procedures form must be on file at Tenant Patrol's office. Authorized users must have read and signed this document, have a copy, and have read the Fair Credit Reporting Act (15 U.S. C. § 1681 *et. seq.*). To add or remove authorized users to your account, please inform Tenant Patrol by email, fax or mail. All authorized users must certify to Tenant Patrol that they are obtaining the information on an applicant for a legitimate business need, in connection with a business transaction that was initiated by the applicant and for which the applicant has given Subscriber/Authorized User and Tenant Patrol written permission to request and release such information. Authorized users must further certify that the information received from Tenant Patrol will be for the purpose stated herein and for no other purpose.

SECURITY

If for any reason you believe an unauthorized person is making transactions on your account, notify Tenant Patrol immediately.

FAIR CREDIT REPORTING ACT

Tenant Patrol is dedicated to provide the most accurate and complete information available. Tenant Patrol requires that all "Authorized Users" must have a copy of the Fair Credit Reporting Act (15 U.S.C. §1681 *et sec.*). Copies are available through Tenant Patrol and/or the Federal Trade Commission's website at www.ftc.gov.

Section 1681q of the Fair Credit Reporting Act provides that "**Any person who knowingly and willfully obtains information on a consumer tenant from a consumer (tenant) reporting agency under false pretenses shall be fined under title 18, United States Code, imprisoned for not more than two years, or both.**" Tenant Patrol will terminate your Service Agreement immediately if it reasonably believes that you are not properly maintaining and reporting resident information, intentionally disregarding Tenant Patrol's policies and procedures, or violating any local, state, or federal law pertaining to fair credit reporting practices or any laws governing the leasing of property, including discrimination laws. Under **NO** circumstances should a subscriber's Internet access information, PIN number, or accessing procedures be disclosed to individuals calling and/or claiming to be a representative of Tenant Patrol or any other firm. If you are unsure if you are talking to a Tenant Patrol representative, call Tenant Patrol toll free at (877) 490-2202 and ask to speak to a representative.

I hereby certify that I will obtain the information from Tenant Patrol for a legitimate business need, in connection with a business transaction that was initiated by the consumer and for which the consumer has given me and Tenant Patrol written permission to request such information. I hereby certify that the information I will receive from Tenant Patrol will be for the purpose stated herein and for no other purpose. I further certify that such information is not being requested for employment purposes. I have read, understand and agree to comply to all of the above policies and procedures and to have and read a copy of the Fair Credit Reporting Act and understand my responsibility under the FCRA as well. I have retained a copy of this form and have returned the original signed document or reasonable facsimile to Tenant Patrol.

Printed Name: _____

Company/Property: _____

Signature: _____

Date: _____

Each authorized user must sign a Policies and Procedures form. Copies can be made as needed.

Email Address: _____