



THIS AGREEMENT, is entered into as of _____, 20____, by PROSPECTIVE RENTERS VERIFICATION SERVICE,

Hereinafter referred to as "PRVS" and End User _____ who has a permissible purpose for
"Member/Client"

1.Obtaining consumer reports in accordance with the Fair Credit Reporting Act (15 U.S.C. 1681 et seq.) including, without limitation, all amendments thereto ("FCRA"). The End User certifies its permissible purpose as:

- In connection with a credit transactions involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer, or
- In connection with the underwriting of insurance involving the consumer or review of existing policy holders for insurance underwriting purposes, or in connection with an insurance claim where written permission of the consumer has been obtained;
- or
- In connection with a tenant screening application involving the consumer; or
- In accordance with the written instructions of the consumer; or
- For a legitimate business need in connection with a business transaction that is initiated by the consumer; or
- As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risk.

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

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

4. THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON 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.

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

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

7. End User will request Scores only for End User's exclusive use. End User may store Scores solely for End User's own use in furtherance of End User's original purpose for obtaining the Scores. End User shall not use the Scores for model development or motel calibration and shall reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person except (i) to those employees of End User with a need to know and in the course of their employment;(ii) to those third party processing agents of End User who have executed an agreement that limits the use of the Scores by the third party to the use permitted to End User and contains the prohibitions set forth herein regarding model development, model calibration and reverse engineering;(iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; or (iv) as required by law.

PRVS and Member agree as follows:

8. **Member Declaration.** Member understands that PRVS is a Credit Reporting and Tenant Verification Service specializing in credit/tenant history information regulated by Federal laws that Member must comply with. Member certifies that he/she has received excerpts of the law, understands them, and to the best of his/her ability will abide by them. Member will make these laws known to those working under his/her supervision, and to all authorized users. Member further certifies that when requesting information from PRVS, a **credit/character release has been signed by the applicant.**

9. **PRVS Service.** PRVS shall furnish to member, or its authorized user, on request, consumer and/or commercial information from PRVS's information reporting system. However, PRVS will not recommend nor make any credit/rental decisions.

10. **Charges to Member.** For each PRVS report, Member agrees to pay PRVS the applicable charge then prevailing for the various services rendered to Member. Such charges are specified in the Fee Menu and are subject to change upon prior written notice to Member. If Member fails to pay any sums when due, or violates any terms of this Agreement, PRVS may charge late fees and/or discontinue providing service to Member and cancel this contract.

Page 2.

11. Maintenance of Current Information. PRVS will use its best efforts to regularly increase and maintain its compilation of information gathered from its Members and from selected public records. In no event will PRVS be liable for any incidental or consequential damages, however arising.

12. File Building. Member agrees to provide to PRVS information on vacating tenants. PRVS will incorporate at its sole expense such information into its reporting system. Information so incorporated shall be the property of PRVS.

13. Term. The Agreement shall remain in force for one year, and thereafter from year to year, on the same basis as set forth herein until written notice shall be given by either party at least fifteen (15) days in advance.

14. Negation of Liability. PRVS and Member shall respectively exercise their best efforts to furnish to the other accurate and reliable information, but neither PRVS nor Member guarantees the correctness, currency or completeness of such information. Neither party, nor its officers, employees, agents or suppliers shall be liable to the other for any claim, injury or damage consequent upon furnishing such information.

15. Mutual Indemnification. PRVS shall indemnify, defend and hold Member harmless from and against any and all costs and liabilities which may be asserted against Member based upon the improper use by PRVS or information furnished to PRVS by Member. Member shall indemnify, defend and hold PRVS harmless from and against any and all cost and liabilities which may be asserted against PRVS based upon the improper use by Member of information furnished to Member by PRVS

16. Member Use Limitations. Member hereby certifies and agrees that it will request and use information received from PRVS solely for the purpose of evaluating the reliability and credit worthiness of their applicants, and will not request or use such information for purposes prohibited by law including but not limited to Public Law 91-508, The Fair Credit Reporting Act. Member certifies that he/she is not a bail bond company, credit repair company (including credit counseling and credit clinics), investigative company (including private investigators and detective agencies), attorney or paralegal firm, news agency or journalist, law enforcement personnel, dating service, asset location service except for employment purposes. Member also certifies it has never been involved in credit fraud or other unethical business practices, is not listed on any credit reporting agency notification. 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, under false pretenses, shall be fined not more than \$5,000 or imprisoned not more than one year or both." All such information shall be maintained by Member in strict confidence and Member will not sell or otherwise distribute to third parties any information received hereunder, except as otherwise required by law.

17. HARD COPIES. Hard copies of consumer reports are to be secured within your facility and protected against release or disclosure to unauthorized persons. Member will preserve all credit/rental applications and other consumer documents for at least three years whether the application is accepted or rejected. Member agrees to make all said documents available to PRVS upon request. Hard copy consumer reports are to be shredded or destroyed, rendered unreadable, when no longer needed and when it is permitted to do so by applicable regulations.

18. Authorized Users. Your membership number must be protected in such a way that this sensitive information is known only to key personnel. Under no circumstances should unauthorized persons have knowledge of your membership number. The information should not be posted in any manner within your facility. Your membership number is not to be discussed by telephone to any unknown caller, even if the caller claims to be an employee. The ability to obtain credit information must be restricted to just a few key authorized personnel. You and your employees will not access consumer credit data on themselves, family, relatives or friends. The following persons are authorized by Member to request information from PRVS under the terms of the Agreement.

1. _____ 2. _____ 3. _____

Additional names may be attached hereto. Member must notify PRVS in writing of any additions or deletions of authorized users.

Membership Name, _____ Type of Business _____

Classification of End User's Business _____ Sole proprietor
_____ Partnership
_____ Corporation

Your social security # _____ - _____ - _____ Or Federal tax identification number _____ -- _____

Address, _____

City _____ St. _____ Zip _____

Phone # _____ Fax # _____ E-Mail _____ website Address _____

Number of units owned or managed. _____ *Please select your specific permissible purpose
_____ For Rental Purpose _____ For Employment
_____ Other: Please Explain _____

By, _____ (Signature and title)

SUBMIT THE FOLLOWING: with this Agreement for Service:

1. Copy of Photo Id (Drivers License)
2. Copy of Business Licenses / Professional Licenses (if applicable)

FAX ALL DOCUMENTS TO OUR TOLL FREE NUMBER 1-(888) 745-7787

By E-Mail to PRVS@ATT.NET

Corporate Address: 2037 W. Bullard, Suite 158 Fresno, Ca 93711



CREDIT SCORING SERVICES AGREEMENT

- The End User's warranty that it has a "permissible purpose" under the Fair Credit Reporting Act, as it may be amended from time to time, to obtain the information derived from the Experian/Fair, Isaac Model.
- The End User's agreement to limit its use of the Scores and reason codes solely to use in its own business with no right to transfer or otherwise sell, license, sublicense or distribute said Scores or reason codes to third parties.
- A requirement that each End User maintain internal procedures to minimize the risk of unauthorized disclosure and agree that such Scores and reason codes will be held in strict confidence and disclosed only to those of its employees with a "need to know" and to no other person
- Notwithstanding any contrary provision of this End User Agreement, End User may disclose the Scores provided to the End User under this End User Agreement to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only.
- A requirement that each End User comply with all applicable laws and regulations in using the Scores and reason codes purchased from Broker
- A prohibition on the use by End User, its employees, agents or subcontractors, of the trademarks, service marks, logos, names, or any other proprietary designations, whether registered or unregistered, of Experian Information Solutions, Inc. or Fair, Isaac and Company, or the affiliates of either of them, or of any other party involved in the provision of the Experian/Fair, Isaac Model without such entity's prior written consent
- A prohibition on any attempts by End User, in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Experian/Fair, Isaac in performing the Experian/Fair, Isaac Model
- Warranty. Experian/Fair, Isaac warrants that the Experian/Fair, Isaac Model is empirically derived and demonstrably and statistically sound and that to the extent the population to which the Experian/Fair, Isaac Model is applied is similar to the population sample on which the Experian/Fair, Isaac Model was developed, the Experian/Fair, Isaac Model score may be relied upon by Broker and/or End Users to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to End Users. Experian/Fair, Isaac further warrants that so long as it provides the Experian/Fair Isaac Model, it will comply with the regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1691 *et seq.* THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES EXPERIAN/FAIR, ISAAC HAVE GIVEN BROKER AND/OR END USERS WITH RESPECT TO THE EXPERIAN/FAIR, ISAAC MODEL AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EXPERIAN/FAIR ISAAC MIGHT HAVE GIVEN BROKER AND/OR END USERS WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Broker and each respective End User's rights under the foregoing Warranty are expressly conditioned upon each respective End User's periodic revalidation of the Experian/Fair, Isaac Model in compliance with the requirements of Regulation B as it may be amended from time to time (12 CFR Section 202 *et seq.*)
- A provision limiting the aggregate liability of Experian/Fair, Isaac to each End User to the lesser of the Fees paid by broker to Experian/Fair, Isaac pursuant to Section 3. A (In consideration of Experian/Fair, Isaac's performance of the Experian/Fair, Isaac Model, Broker will pay Experian/Fair, Isaac fees (the "Fees") as agreed upon in writing by Broker and Experian/Fair, Isaac from time to time.) of this Agreement for the Experian/Fair, Isaac Model resold to the pertinent End User during the six (6) month period immediately preceding the End User's claim, or the fees paid by the pertinent End User to Broker under the Resale Contract during said six (6) month period, and excluding any liability of Experian/Fair, Isaac for incidental, indirect special or consequential damages of any kind.

Subscriber understands its responsibilities for Credit Scoring

Signature of Client _____ Date _____



Prospective Renters Verification Service

END USER CERTIFICATION OF COMPLIANCE

California Civil Code - Section 1785.14(a)

Section 1785.14(a), as amended, states that a consumer credit reporting agency does not have reasonable grounds for believing that a consumer credit report will only be used for a permissible purpose unless all of the following requirements are met:

Section 1785.14(a)(1) states: "If a prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the consumer credit reporting agency shall, with a reasonable degree of certainty, match at least three categories of identifying information within the file maintained by the consumer credit reporting agency on the consumer with the information provided to the consumer credit reporting agency by the retail seller. The categories of identifying information may include, but are not limited to, first and last name, month and date of birth, driver's license number, place of employment, current residence address, previous residence address, or social security number. The categories of information shall not include mother's maiden name."

Section 1785.14(a)(2) states: "If the prospective user is a retail seller, as defined in Section 1802.3, and intends to issue credit to a consumer who appears in person on the basis of an application for credit submitted in person, the retail seller must certify, in writing, to the consumer credit reporting agency that it instructs its employees and agents to inspect a photo identification of the consumer at the time the application was submitted in person. This paragraph does not apply to an application for credit submitted by mail."

Section 1785.14(a)(3) states: "If the prospective user intends to extend credit by mail pursuant to a solicitation by mail, the extension of credit shall be mailed to the same address as on the solicitation unless the prospective user verifies any address change by, among other methods, contacting the person to whom the extension of credit will be mailed."

In compliance with Section 1785.14(a) of the California Civil Code, _____ ("End User") hereby certifies to Consumer Reporting Agency as follows: (Please Check)

End User (IS)_____ (IS NOT)_____ a retail seller, as defined in Section 1802.3 of the California Civil Code ("Retail Seller") and issues credit to consumers who appear in person on the basis of applications for credit submitted in person ("Point of Sale"). End User also certifies that if End User is a Retail Seller who conducts Point of Sale transactions, End User will, beginning on or before July 1, 1998, instruct its employees and agents to inspect a photo identification of the consumer at the time an application is submitted in person.

End User also certifies that it will only use the appropriate End User code number designated by Consumer Reporting Agency for accessing consumer reports for California Point of Sale transactions conducted by Retail Seller.

If End User is not a Retail Seller who issues credit in Point of Sale transactions, End User agrees that if it, at any time hereafter, becomes a Retail Seller who extends credit in Point of Sale transactions, End User shall provide written notice of such to Consumer Reporting Agency prior to using credit reports with Point of Sale transactions as a Retail Seller, and shall comply with the requirements of a Retail Seller conducting Point of Sale transactions, as provided in this certification.

End User
By: _____
Title: _____
Date: _____



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 suggest that you and your employees 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 § 628. Disposal of Records

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, 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.

Member agrees to comply with all applicable federal, state and local laws, including the Fair Credit Reporting Act as amended by the Fair and Accurate Credit Transactions Act of 2003, 15 U.S.C. § 1681 et seq

Signature of Cardholder _____ Date _____



Landlord Subscriber Agreement

Please fill out the following document required to establish an account with
Prospective Renters Verification Service

Please choose from ONLY one of the following categories:

1. If you are an **Individual Landlord** you must include the following documents.

Choose which documents you would like to send us and check the appropriate box:

- ☐ Copy of filed property title: **OR**
☐ Copy of filed Property tax records: **OR**
☐ Property insurance documents: **OR**
☐ Public tax records

AND

- ☐ Copy of Photo ID
☐ One page of your phone bill with your Name and Phone Number listed **unless** (your listed in the White Pages)
☐ On-Site inspection – (Can be waived by Member using the Pre-Qualification Decision Service)
☐ A copy of a signed rental application must be sent to our office each time credit is obtained.

2. If you are an Individual Landlord operating under a business Name must Also include the Following:

- ☐ Copy of business license; **OR**
☐ State and/or federal tax records; **OR**
☐ Fictitious business name filing.

3. If you are a Property/Apartment Management Companies or Apartment Communities you must include one of the following documents.

Choose which documents you would like to send us and check the appropriate box:

- ☐ Copy of business license; **OR**
☐ Copy of Articles of Incorporation (with proof of filling); **OR**
☐ State and/or Federal tax records.
☐ A signed list of all apartment complexes under the Property Management Company

AND

- ☐ One page of your phone bill with your name and phone number listed **unless** (your listed in the White/Yellow Pages)



* Corporate Toll Free (888) 907-7787
* Fresno Area (559) 434-0360

* Toll Free Fax (888) 745-7787
* Fresno Area Fax (559) 434-0379

* E-Mail PRVS@ATT.NET

WWW.PRVS.BIZ

Credit Card Form

Name on Card _____

Card Number (16 Digits) _____

Expiration Date ____ / ____
Mo. Yr.

Three Digit Code on Back of Card ____

Circle One: Master Card Visa Card

Mailing Address for Card _____ Zip Code _____

Membership fee \$ 65.00

\$4.95 Paper Processing fee

Total Amount \$ 69.95 x _____



* Corporate Office (559) 434-0360 *Toll Free (888) 907-7787
*Fax (559) 434-0379 *Toll Free Fax (888) 745-7787
*E-Mail PRVS@ATT.NET WWW.PRVS.BIZ

P.R.V.S FEE MENU

MINI REPORT (Unlawful Detainer (Eviction) Search & P.R.V.S. Tenant History Files) code (M) {1-5 Minute Service}	\$7.75
CREDIT REPORT (Nationwide Credit Report with Address History and Public Records) code (C) {1-5 Minute Service}	\$7.95
* SUMMARY REPORT (Credit Report, Unlawful Detainer Search & P.R.V.S. Tenant History Files) code (S) {1-5 Minute Service}	\$19.95
FULL REPORT (Summary Report Plus Verification of Current & Prior Residency & Employment) code (F) {15 Minutes-Next Day}	\$25.00

YOU MAY ADD THESE ADDITIONAL ITEMS TO ANY OF THE ABOVE REPORTS

(YOU MUST REQUEST E-MAIL - CREDIT SCORES PRIOR TO SUBMITTING REPORT)

CRIMINAL REPORT (Instant State wide Search)	Per Search	\$7.05
SSN SEARCH (Address History Locator)	Per Applicant	\$3.00
CREDIT SCORE	Per Applicant	\$5.00
E-MAIL REPORT		\$2.50

EMPLOYMENT REPORT (Special Employee credit report) code (EMPL) {1-5 Minute Service}	\$13.00
BUSINESS REPORT (Experian Business Rpt.)	\$100.00

NO MONTHLY OR ANNUAL FEES!!!

One time \$65.00 membership fee

FAX ALL DOCUMENTS TO OUR TOLL FREE NUMBER 1-(888) 745-7787

By E-Mail to PRVS@ATT.NET

Corporate Address: 2037 W. Bullard, Suite 158 Fresno, Ca 93711