

Pacific Screening Set Up – Steps 1 - 3

Note: To have access to credit reports, a physical site inspection of your principal office is required. This packet is intended for landlords who meet the latest requirements set by the federally regulated credit bureaus, which now includes a physical site inspection. We attempt to keep pricing low, however a set up charge may be assessed to cover the costs of the physical site inspection when your business is outside of Portland/SW Washington (\$100.00). As an alternative, you may use a Social Security Trace and Address report to avoid a site inspection – see Private Owner Set Up.

All forms must be printed and completely filled out. Fax back to our offices at 800-427-0914

Check Off Items Provided:

STEP #1 Membership Application and Service Agreement: Complete this form in its entirety.

- 1. Membership Application
- 2. Banking and Trade Reference: At least one banking and one trade reference is required to corroborate the nature of your business.
- 3. Service Agreement
- 4. FCRA / FACTA Attachment A and B: Sign and date.
- 5. **Letter of Intent: (See Sample)** Use your company letterhead, sign and include...
Nature of business, intended use of credit reports, number of credit reports you expect to pull on a monthly basis and type of access.
- 6. Credit authorization **is only required for sole proprietors, partnerships or LLP's** (if you do not wish to have your credit accessed, then stop and use the Private Owner Set Up Packet.

STEP #2 Business Documents/Agreements: The following should be included.

- 1. Copy of your Articles of Incorporation (corporations only).
- 2. Copy of your Business License (if available).
- 3. Copy of your phone bill (only required if business is not listed in 411 or other approved directory).

For corporations less than one (1) year old, sole proprietors or partnerships, add the following:

- 1. Copy of most recent bank account statements
- 2. Copy of office lease or proof of residence ownership, if home office
- 3. Copy of driver's license or government issued photo identification
- 4. Credit authorization **will be required for sole proprietors, partnerships or LLP's** (if you do not wish to have your credit accessed, then stop and use the Private Owner Set Up Packet.

STEP #3 Physical Inspection (You will be contacted as soon as your set up paperwork is received)

The federally regulated credit bureaus require a site inspection of your principal office. Home office or home residence will qualify to access to credit reports provided there are separate quarters for business and residential areas. You may use a Social Security Trace and Address report to avoid a site inspection. You should stop and use the Private Owner Set Up Packet.

What is a physical inspection? A licensed inspector approved by the bureau will visit your office to verify the following:

- 1. Consumer credit files can be stored securely in a locked (room, drawer, filing cabinet, safe, etc).
- 2. If you operate in a legal manner and are not operating an authorized business such as a massage service, law enforcement agency, private investigator, tattoo service, bail bondsman, adult entertainment of any kind, credit repair or reseller, news agency, journalist or dating service.

**Pacific Screening Set Up Agreement
Membership Application**

Date: _____

Company Name: _____

Physical Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Email: _____

Your Name: _____ Title: _____

Signature: _____

Billing Address (if different): _____

Are you a Corporation Partnership Sole Proprietorship Tax ID #: _____

What is the nature of your business (property mgmt, banker, etc.)? _____

What will you be using our reports for?

Tenant Screening Employee Screening Other: _____

What do you believe your permissible purpose is (Why do you desire credit reports)?

How long has your company been in business? _____ years _____ months (Less than 1 year see other requirements.)

What type of business location are you in? Commercial Residential (See On-Site Verification)

Do you have a web site? Yes No Provide Web address: _____

I understand my responsibilities under the Fair Credit Reporting Act/FACTA Attachment Yes No

Do you understand that your company cannot resell credit information obtained by PSI? Yes No

Please follow Steps 1 – 3 for all requirements and explanations. FAX or Mail back to our office:

Pacific Screening, Inc
PO Box 25582, Portland, Oregon 97298
Phone 503-297-1941, 800-707-1941
Fax Number 503-297-1904, 800-427-0914
email: service@pacificscreening.com

Are you, or your business, associated or affiliate with any of the following? Yes No

Adult entertainment, attorney or law office, bail bondsman, check cashing, credit counseling, credit repair, dating service, financial counseling, genealogical research, massage service, company that locates missing children, pawn shop, private detective, individual seeking information for private use, spiritual counseling, subscriptions (magazines, book clubs), tattoo service, insurance company, law enforcement, legal services.

If YES, we may be unable to provide you with credit or public record information.

Business Checking - *Please provide a business banking reference, excluding credit card accounts:*

1. Business Checking Account Reference:

Date Opened : _____

Acct # _____ Contact Name _____

Address _____

Phone: _____

What type of account: _____

Comments _____

Comments _____

Business Trade Account - *Please provide a business/vendor reference, excluding credit card accounts. Consider plumbers, contractors, landscapers, painters or any other vendor.*

1. Business Reference: _____

Date Opened : _____

Acct # _____ Contact Name _____

Address _____

Phone: _____

What type of account: _____

Comments _____

I hereby release Pacific Screening, Inc. to verify the above information (banking or vendor credit reference) in order to establish an account that will allow us to access credit and public record information for our business. This information is to be ONLY used to meet the compliance regulations set forth by the credit companies. NO information will be used for invoicing. This authorization expires 30 days after authorized date.

Printed Name _____

Date _____

Signature _____

Letter of Intent:

Sample Letter (PLEASE USE YOUR OWN LETTER HEAD)

Dear Pacific Screening, Inc.,

The name of our business is _____ (your name) _____.

We are a property management company that desires credit reports on prospective tenants. We use this information to evaluate the qualification necessary to rent one of our units.

We screen approximately _____ potential tenants a month. Our units are mainly based in _____ (city or region, nationally) _____.

Thank you,

Owner, Manager or Authorized Person (Please Sign this letter)

Companies Less Than One Year: Credit Authorization for New Account

(Credit authorization is only required for sole proprietors, partnerships or LLP's) If you are incorporated or registered as a business, you may skip this step.

If you do not wish to complete, then stop and use the Private Owner Set Up Packet.

(Please Print Clearly)

Company Name:

Full Name:

Social Security #: _____ Date of Birth: _____

Current Address:

(street, city, state, zip)

I certify that the above information is correct and complete and hereby authorize you to do a credit check and make any inquiries you feel necessary to evaluate my credit standing to access credit reports for my business. I understand that giving incomplete or false information is grounds for rejection of this application. If any information supplied on this application or any other is later found to be false, this would be grounds for termination of your account. The information contained in this application is true and complete. This is a one time authorized use. This authorization expires 30 days after signed date.

Applicant's Signature: _____ Date _____

Pacific Screening, Inc. - Service Agreement

This agreement is between _____
(END USER) and Pacific Screening Inc., located at P.O. Box 25582 Portland, OR 97298.
Pacific Screening Inc. will be referred to as "PSI, Inc" in this agreement.

1. CHOOSE BY CHECK either Tenant / Employment Screening:

_____ **Tenant Screening:** End User is a Property Management or Rental Property Community and has a permissible purpose for 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 transaction 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 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, including, but not limited to, tenant screening; or As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks.

_____ **Employment Screening:** End User is a Property Management or Rental Property Community or other: _____ and has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes").

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

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

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

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

- a. A copy of the Consumer Report for Employment Purposes; and
- b. A copy of the consumer's rights, in the format approved by the Federal Trade Commission.
 - End User shall use the Consumer Report for Employment Purposes only for a one-time use, and shall hold the report in strict confidence, and not disclose it to any third parties that are not involved in the employment decision.
 - End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
 - With just cause, such as violation of the terms of End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects End User's Agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately.

2. End User certifies that End User 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, hiring, 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 A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

5. End User shall use each Consumer Report only for a one-time use and shall hold the 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 TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion 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 violation 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. Limitations of Liability.

1. PSI, Inc recognizes the importance of furnishing accurate information to End User and will make all reasonable efforts in providing timely and accurate information. End User understands and agrees that any information furnished pursuant to this Agreement has been created and maintained and reported by various Federal, State, and County agencies and other third parties, which are not under the control of PSI, Inc. In many states court and criminal databases are limited and/or unreliable or the agencies recording the information are uncooperative and make their records unavailable to the public. Responsibility for the accuracy of the information rests solely with said various agencies and other third parties, who create, maintain, and report, said information. PSI, Inc compares full name and when possible the AKA's (also known as) and date of birth with that of county and state records. Court records of database information changes daily and no guarantee is made that all records or absence of a record is 100% accurate. Please see your attorney for Fair Housing compliance if records are used in the decision making of your potential tenant.

2. Eviction history from court information is often listed by name only. We recommend you request further address information from the applicant. We recommend you contact the plaintiff (landlord filing the eviction action) listed in the court record for more personal identifiers or final outcome of the eviction process.

8. Consideration and Invoice Payment.

End User shall pay PSI, Inc for services based on a statement system. Acceptable payments are:

1. From the End User - Business account check, or Credit Card upon receipt of the monthly statement; or, if payment is directly from the applicant - Credit Card payment at the time of the application processing. Terms for monthly statements Emailed or mailed to End User Terms are 2. Due Upon Receipt. Accounts in arrears of 30 days will assume a monthly service fee of \$5.00. If an account goes to collection, End User agrees to pay all expenses, including reasonable legal fees.

3. Provide credit information on End User as may be requested by PSI, Inc during the course of this agreement.

4. Acknowledge that a facsimile of this agreement is as valid as the original.

5. Recognize that in order to remain in compliance with laws and regulations governing consumer-reporting agencies PSI, Inc may make modifications to this agreement from time to time. These modifications may be mailed to the End User and the End User's use of PSI, Inc's services after the date specified in the communication will be construed as your agreement and implied consent to these modifications.

9. **Death Master File:** The End User certifies that it meets the qualifications of a Certified Person under 15 CFR Part 1110.2 and that its access to the DMF is appropriate because:

a. Certified Person: End User has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation or fiduciary duty, and shall specify the basis for so certifying; and

b. Security: End User has systems, facilities, and procedures in place to safeguard the accessed information; experience in maintaining the confidentiality, security, and appropriate use of the accessed information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986; and agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to End User; and

c. End User shall not disclose information derived from the DMF to the consumer or any third party, unless clearly required by law.

d. Penalties: End User acknowledges that failure to comply with the provisions above may subject Reseller to penalties under 15 CFR 1110.200 of \$1,000 for each disclosure or use, up to a maximum of \$250,000 in penalties per calendar year.

e. Indemnification and Hold Harmless: End User shall indemnify and hold harmless the TransUnion and the U.S. Government/NTIS from all claims, demands, damages, expenses, and losses, whether sounding in tort, contract or otherwise, arising from or in connection with End User's, or End User's employees,

contractors, or subcontractors, use of the DMF. This provision shall survive termination of the Agreement and will include any and all claims or liabilities arising from intellectual property rights

f. Liability:

- a. Neither TransUnion nor the U.S. Government/NTIS (a) make any warranty, express or implied, with respect to information provided under this Section of the Policy, including, but not limited to, implied warranties of merchantability and fitness for any particular use;
- (b) assume any liability for any direct, indirect or consequential damages flowing from any use of any part of the DMF, including infringement of third party intellectual property rights; and
- (c) assume any liability for any errors or omissions in the DMF. The DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, does not guarantee the accuracy of the DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person on the DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the DMF.

b. If an individual claims that SSA has incorrectly listed someone as deceased (or has incorrect dates/data on the DMF), the individual should be told to contact their local Social Security office (with proof) to have the error corrected. The local Social Security office will:

i. Make the correction to the main NUMIDENT file at SSA and give the individual a verification document of SSA's current records to use to show any company, recipient/purchaser of the DMF that has the error; OR,

ii. Find that SSA already has the correct information on the main NUMIDENT ii.file and DMF (probably corrected sometime prior), and give the individual a verification document of SSA's records to use to show to any company subscriber/ purchaser of the DMF that had the error.

10. Subscriber agrees to hold PSI, Inc and their officers, employees and independent contractors and its agents (to include but not limited to Equifax, Experian and TransUnion) and their officers, employees and independent contractors harmless on account of any expense or damage resulting from the publishing by us, our employees or agents, report information contrary to these conditions.

11. Recognizing that information is secured by and through fallible human sources, that for the fee charged PSI, Inc cannot be an insurer of the accuracy of the information. We understand and agree that the accuracy of any information furnished is not guaranteed by PSI, Inc or its agents (to include but not limited to Equifax, Experian and Trans Union) and therefore Subscriber releases PSI, Inc, its officers, employees and independent contractors and their officers, employees and independent contractors from any liability or negligence in connection with the preparation of such reports and from any loss or injury to our company resulting from the obtaining or furnishing of such information, and further agree to hold PSI,Inc its officers, employees and independent contractors and its agents (to include but not limited to Equifax, Trans Union and Experian), and their officers, employees and independent contractors harmless and indemnify them from any and all claims, losses, and damages arising out of alleged liability suffered by (Subscriber) resulting directly or indirectly from your reports. Recognizing that a complete and accurate application or request is necessary for the preparation of an accurate report, the Subscriber releases PSI, Inc and their officers, employees, independent contractors and it's agents (to include but not limited to Equifax, TransUnion and Experian) and their officers, employees, and independent contractors from any liability for negligence in connection with the preparation of reports and from any loss or expense suffered by the Subscriber as a result of any intentional or unintentional failure to disclose all relevant personal, public record and credit history information by the Subscriber, its officers, agents, employees,

independently contractors of the consumer.

12. Employees of Subscriber are forbidden to attempt to obtain reports on themselves, or any other person except as provided herein.

13. This Agreement for Service shall be in effect for one (1) year from the date hereunder and thereafter shall be automatic for additional one (1) year periods, unless either party notifies the other in writing at least thirty (30) days prior to a current expiration date.

14. Any party shall bring arising out of the transactions occurring or contemplated under this Agreement no action, regardless of form, more than two (2) years after delivery of the service.

15. Bureau Scoring Service

1. End User will request Scores only for End User's exclusive use. End User may store 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 model calibration and shall not 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 and other contractors of End User who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to End User and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; (iv) to government regulatory agencies; or (v) as required by law.

16. References Services

1. End User certifies that End User shall use the References Services solely for End User's exclusive one-time use and shall hold such Reference Services in strict confidence. End User shall not request, obtain or distribute Reference Services 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 Reference Services. The Reference Services 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 Reference Services in accordance with this Agreement. End User shall ensure that such designated and authorized employees shall not attempt to obtain any Reference Services on themselves, associates, or any other person except in the exercise of their official duties.

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

3. With just cause, such as violation 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.

End User is a Property Management or Rental Property Community and certifies it is obtaining CRD Reference Services for the following purpose as being encompassed by Section (6802)(e) of the Gramm-Leach-Bliley Act, Title V, Subtitle A, Financial Privacy (15 U.S.C. § 6801-6809) ("GLBA") and the United States Federal Trade Commission rules promulgated thereunder and no other purpose. End User certifies its purpose(s) as:

– Necessary to effect, administer, or enforce a transaction requested or authorized by the consumer, or in connection with servicing or processing a financial product or service requested or authorized by the consumer

– Necessary to effect, administer, or enforce a transaction requested or authorized by the consumer, or in connection with maintaining or servicing the consumer’s account with Subscriber and Subscriber is a financial institution

- With the consent or at the direction of the consumer
- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability
- For use solely in conjunction with a legal or beneficial interest held by Subscriber and relating to the consumer
- For use solely in Subscriber’s fiduciary or representative capacity on behalf of the consumer.

17. Limitations of Actions. No claim may be asserted by either party hereto against the other party with respect to any event, act, or omission that occurred more than two (2) years prior to such claim being asserted.

18. Indemnity. End User agrees whether or not this Agreement has expired or been terminated, to assume liability for, and End User hereby agrees to indemnify, defend and save and keep harmless PSI, Inc, its employees, agents, and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in settlement, claims actions, proceedings, suits, judgments, costs, interest, expenses and disbursements of any kind and nature whatsoever arising under any theory of legal liability (including attorneys fees and cost) that may be imposed on, incurred by or asserted against PSI, Inc, its employees, agents, or representatives, in any way relating to, resulting from, based upon, or arising out of the services performed or information provided pursuant to this Agreement.

19. Attorney’s Fees. If any action at law or in equity, arbitration or other proceeding is brought for the enforcement or interpretation of this Agreement, or because of an alleged breach of the provision of this Agreement, or in any way arising out of the transactions contemplated in this Agreement, whether sounding in tort or contract or otherwise, the prevailing party is entitled to recover reasonable attorney’s fees and other cost incurred in connection with such action, arbitration or other proceeding (including, but not limited to, expenses and costs of investigations, witness fees and travel), in addition to any other relief to which the prevailing party may be entitled.

20. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

21. Governing Law. This Agreement shall be controlled, construed and enforced in accordance with the laws of the State of Oregon. Any claim or cause of action shall be brought by either party in the County of Washington, State of Oregon.

22. We understand and agree that this letter constitutes all conditions of service and of reporting, present and future and applies to all reports made by you and by your affiliated companies or branches to our Company at the Home Office or to any of our branches or service offices. No changes in these conditions may be made except by consent in writing of an officer of PSI, Inc.

23. With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, or a material change in existing legal requirements which adversely affects this Agreement, PSI, Inc. may, upon its election, discontinue serving the Subscriber and cancel this Agreement immediately.

THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRE-TENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

We have signed this agreement and agree to the attachment A (FCRA) and Attachment B (FACTA).

End User / Company Name: _____

Date: _____

Print Name: _____

Title: _____

Signed by: _____

Pacific Screening, Incorporated

Date: _____

Print Name: _____

Title: _____

Signed by: _____