

CLIENT SERVICE AGREEMENT FOR TENANT SCREENING SERVICES

THIS AGREEMENT is between Info Cubic, LLC, and _____ (“Customer”). Either party may terminate this agreement at any time by giving written notice to the other.

The Customer acknowledges that Info Cubic, LLC provides credit information and consumer reports and is regulated by federal laws that must be complied with by both Info Cubic, LLC and the customer. The customer certifies that they, to the best of their ability, will abide by all Fair Credit Reporting Acts. The customer agrees not to disclose the report in whole or in part to any third party in compliance with the provisions of public law 91-508, of the Fair Credit Reporting Act.

The customer certifies that consumer credit information and consumer reports, as defined by the Fair Credit Reporting Act, 15 U.S.C. 1681 et seq. (“FCRA”), will be ordered only when intended to be used for determining eligibility for rental or purchase of real property, as a factor in establishing a consumer’s eligibility for new or continued credit, or collection of an account, and that consumer credit information will be used for no other purpose.

The customer certifies that consumer credit information will only be obtained for the following specific permissible purposes and for no other purpose:

- a) 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 rental or purchase of real property.

Customer certifies that it /he 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, has never been involved in credit fraud or other unethical business practices, is not listed on any credit reporting agency notification, and that the business operation for which this application is being made is one of renting or purchasing real property (houses, apartments, or commercial) which the customer does not occupy the unit.

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”.

The customer further agrees to release Info Cubic, LLC, its officers, and agents or employees from any claim for any loss that may occur to the customer through reports furnished. The customer agrees to indemnify, defend and hold Info Cubic, LLC harmless from any claims or lawsuits arising out of the information given.

The customer certifies that they are the end-user and will not resell the information provided by Info Cubic, LLC, either directly or indirectly.

SECURITY REQUIREMENTS FOR CUSTOMER

It is a requirement that all end-users take precautions to secure any consumer information provided by Info Cubic, LLC. Therefore, the following security measures are required:

Your account’s user id and password must be protected in such a way that only key personnel know this sensitive information. Under no circumstances should unauthorized persons have knowledge of your user id and password. Do not post this information in any manner within your facility.

Your account's user id and password 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 only key personnel. You and your employees will not access consumer credit data on themselves, family, relatives or friends (reports are obtained for the sole purpose of screening tenants).

Hard copies of consumer reports are to be secured within your facility and protected against release or disclosure to unauthorized persons.

You will preserve all rental /credit applications and other consumer documents for at least three years whether the application is accepted or rejected. You agree to make all said documents available to Info Cubic, LLC 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.

A signed authorized release form along with a copy of the applicant's driver's license is required for all credit reports ordered. Info Cubic, LLC reserves the right to refuse any request deemed to be fraudulent.

The Customer hereby has read and agreed to the terms and conditions of this Agreement.

The Customer has executed this Agreement on this the ___ day of _____, 20___, intending to be legally bound thereby.

Customer:

Company Name

http://www_____
Web Address

Full Address

City

State

Zip

(____) _____ - _____
Phone Number

E-Mail Address

Type of Business: _____

Specific Purpose for Credit Report:: _____

By checking this box, Customer acknowledges responsibilities under FCRA.

By checking this box, Customer acknowledges security requirements.

By checking this box, Customer acknowledges that any information provided will not be further sold.

Print Name & Title

Signature

____/____/____
Date