

Credit Report/Tenant Screening Agreement

(For consumer credit access)

This Agreement is made and entered into as of _____ "Effective Date", by and between Santa Barbara Rental Property Association and _____

1. End User is a _____ 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:
 - 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
 - b. 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
 - c. In connection with a tenant screening application involving the consumer; or In accordance with the written instructions of the consumer; or
 - d. For a legitimate business need in connection with a business transaction that is initiated by the consumer; or
 - e. As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks.
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, 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.



Your use of any of these forms constitutes your representation that you have counseled with your personal attorney before using the form, and in using the form you are relying on your attorney's counsel and your own investigation and not on any express or implied representation by SBRPA or any of its officers, directors, employees, or representatives.



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Tenant Screening Service Agreement (continued)

6. 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. 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. End User acknowledges that Reseller's function in regard to providing such reports is to pass on to the End User only such information as the Reseller obtains from the consumer credit agency to whom the request for information is submitted. Reseller does not guarantee or warrant the accuracy or the completeness of the information furnished.
8. End User releases Reseller, its officers, agents, employees, and contractors from any and all liability, including without limitation liability for damages from any negligence in connection with the preparation of obtaining of such reports.
9. End User shall indemnify and hold Reseller harmless from and against any and all claims, causes of action, demands, liabilities, losses, and damages, and all other expense of whatsoever kind and nature, including attorney's fees arising out of Reseller's acting upon End User's request for a report.
10. End User agrees to abide by the Security Requirements admonitions attached hereto. The Agreement sets forth our entire understanding, superseding all prior agreements, negotiations, and understandings.
11. This Agreement may be modified or amended only by a writing signed by both parties.
12. For those End Users that wish to receive TransUnion Scores as part of the consumer credit report being delivered, the agreement between Reseller and End User must also contain the following language:
 - a. End User will request Scores only for End User's exclusive use.
 - b. End User may store Scores solely for End User's own use in furtherance of End User's original purpose for obtaining the Scores.
 - c. 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
 - d. (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.

Tenant Screening Service Agreement (continued)

End User/Member Name

By

Title (owner, corp. owner, partner or manager)

Social Security No./EIN

Sole Proprietor Partnership Corp./LLC

Physical Address (Street address, city state, zip)

Business Phone

FAX

Cell Phone

INCLUDE A COPY OF BUSINESS LICENSE

This Agreement is not binding on either party, until accepted and signed by an authorized representative of Reseller. This Agreement shall be interpreted in accordance with the laws of the State of California. End User authorizes the obtaining of a credit report for use in conjunction with this application.

Reseller:

Santa Barbara Rental Property Assoc.
123 W. Padre St., #D
Santa Barbara, CA 93105

End User:

End User Signature

End User Title

Signature of Representative

Signature of Representative

Date

Date



Your use of any of these forms constitutes your representation that you have counseled with your personal attorney before using the form, and in using the form you are relying on your attorney's counsel and your own investigation and not on any express or implied representation by SBRPA or any of its officers, directors, employees, or representatives.

