

TENANT SCREENING

Agreement for Services

THE UNDERSIGNED client hereby agrees to contract with LandlordSolutions for assistance in tenant screening. The client agrees to provide LandlordSolutions with a complete and accurate LandlordSolutions application signed by the applicant.

The client acknowledges LandlordSolutions does not guarantee or insure the accuracy or the depth of information provided. Client recognizes that information is obtained and managed by fallible sources. Client assumes responsibility for the final verification of the applicant's identity. Client agrees to maintain copies of all written authorizations for a minimum of three to five years from the date of inquiry.

The client agrees to pay the following rates for the following services:

- Credit, Criminal, Civil, Eviction, Plus: 50 State
- Sex Offender data base\$33.00*
- Verification of Employment with current and past Rental references\$17.00*

*All prices include tax and are subject to change without notice

You may only charge an applicant for the cost you incurred to have them screened. (Washington State RCW 59.18.257). Rates listed above are for each applicant.

For Fair Housing Compliance, screen every applicant the same. Your policies for acceptance and denial must be in writing and available to your applicant on request. DO NOT give the applicant or any other person a copy of the screening report.

Authorization for the landlord to obtain a consumer credit report from the applicant will be sent electronically via email to the applicant. The applicant will be required to provide their personal information and agree for the landlord to obtain a copy of their consumer credit report. The applicant will be required to provide an email address on the application. The link provided via email to the applicant will expire two days after the date sent.

Client must notify the applicant in writing of adverse action as defined by Section 603(k) of the FCRA. An adverse action letter which complies with Section 615(a) is attached to this agreement and is available on our website or by contacting our office.

Contact and Billing Information

Name	Title	Company Name	
Street	City	State	Zip Code
Phone	Cell	Fax	
Email	Website		

How did you hear about us? _____ Have you done Tenant Screening in the past? Yes No

Who have you used to do your Tenant Screening in the past? _____

Would you like information on Evictions Yes No -or- RentWatch our monitoring service? Yes No

Account Type (Open / Prepay) _____

Client agrees to take measures to maintain, reasonable and appropriate administrative, technical, and physical security safeguards to insure the security and confidentiality of non-public personal information including but not limited to the application, screening report and credit report.

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, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

The FTC's Web site, www.ftc.gov/credit, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

The client acknowledges that the bases for tenant placement and renting decisions, or any actions, on lawful policies and procedures and recognizes that LandlordSolutions' employees are not allowed to render any legal options.

The client agrees to pay the (above) rates for services as outlined above. Payment is due and owing at the completion of services by LandlordSolutions. The client agrees to be fully responsible for the above charges. If the client fails to pay the charges within fifteen (15) days from the "Invoice Date" a late fee of \$75.00 may be charged on balances of \$200.00 or more; for balances less than \$200.00 a late fee of \$25.00 may be charged. A \$35.00 fee will be charged on all returned checks plus any late fees and interest. Past due balances shall bear interest at one and one-half (1.5%) per month until paid. The client agrees to be responsible for all cost of suit, including reasonable attorney fees and court cost should LandlordSolutions be required to file suit on this agreement to collect any fees and cost owed.

Print Name	Title
Signature	Date

Approved: LANDLORDSOLUTIONS, INC.

Jim Henderson Jr., President Date Approved

Account Terms

You must have an account established with LandlordSolutions prior to any services being performed. When establishing Open Account Terms with LandlordSolutions, we require a valid credit card or debit card be placed on file with us as a form of payment guarantee. If Open Account Terms are granted, you will be invoiced for services rendered. Invoices will be sent via email. Should any invoice become delinquent LandlordSolutions reserves the right to charge the invoice amount plus any late fees and finance charges to the credit card or debit card on file. If the credit card or debit card is declined for any reason a \$35.00 declined card fee may be charged. I authorize and request LandlordSolutions, Inc. to charge my credit card or debit card the invoice amount plus any late fees, finance charges and declined card fees should any one or more than one invoices become delinquent. This provision does not apply to disputed invoices. Because all transactions are conducted electronically, it is understood and agreed that the physical credit card or debit card need not be present with LandlordSolutions in order for the charge to the card to be valid and that the validity of such charge will not be challenged in this context. Further, it is understood and agreed that the person, firm or company to whom credit is granted is liable for payment of all invoices. A person, firm or company to whom credit is granted may have a third party pay an invoice

directly to LandlordSolutions. However, it is understood and agreed that LandlordSolutions has no relationship with such third parties and has no obligation to collect from them. Payment obligation rests solely with the person, firm or company to who credit was originally granted and that LandlordSolutions will hold that person, firm or company liable for payment of any invoice submitted to a third party for payment. LandlordSolutions reserves the right to restrict the credit of any customer for any reason.

I authorize and request LandlordSolutions, Inc. to charge my credit card or debit card the invoice amount plus any late fees and finance charges should any one or more than one invoices become delinquent. This authorization will remain valid until 30 days after we receive written notice from you terminating our authority to charge your credit or debit card. We may terminate your service at any time in our sole and absolute discretion if any charge to your credit or debit card is declined or reversed, your credit or debit card expires and you have not provided us with a valid replacement credit or debit card or in case of any other non-payment of account charges. I realize this information will be used solely for the purpose of the consumer withdrawal.

Credit Card or Debit Card

Visa M/C

Credit Card or Debit Card Number

Expiration Date

Print Name

Street

City

State

Zip Code

Signature

Date

Check each one which applies:

Criminal/Civil & Eviction Report \$28.00

Full Credit Report/Criminal/Civil & Eviction Report \$33.00

Rental History/Employment Verification \$17.00

How would you like your completed report returned to you? Fax Email Call Me

Owner/Management Company Name: _____

Address of Rental Property: _____ Unit No.: _____ Rent Amount \$: _____

APPLICANT INFORMATION

First Name: _____ Last Name: _____ Middle Name: _____

SSN No.: _____ DL /ID No.: _____ State Issued: _____

Date of Birth: _____ Work No.: _____ Home/Cell No.: _____

Email Address: _____
(required for landlord to obtain consumer credit report)

Street: _____ Apt No.: _____ City: _____ State: _____ Zip: _____

Date Move In: _____ Rent Amt. \$: _____ Own Rent Lease Option

Landlord/Management Co.: _____ Phone: _____

Have you ever used any other name? Yes No If yes, name(s): _____ What year(s): _____

Pets? Yes No If yes, number, size and type(s): _____

Do you require special accommodation under the Fair Housing Act?: _____

Are you a full time student? Yes No Are you a military service member? Yes No If yes, what branch: _____

Are you a dependant of a military service member? Yes No If yes, name: _____

Relationship: _____ Branch: _____ Base Name: _____

Do you have a concealed weapons permit? Yes No Do you or any other occupant smoke? Yes No

Current Employer: _____ Phone: _____

Occupation: _____ Rank/Dept: _____ Supervisor: _____

Hire Date: _____ Monthly/Hr Salary \$: _____ Full Time Part Time Hours per week: _____

Address: _____ City: _____ State: _____ Zip: _____

Previous Employer: _____ Phone: _____

Occupation: _____ Rank/Dept: _____ Supervisor: _____

Hire Date: _____ Monthly/Hr Salary \$: _____ Full Time Part Time Hours per week: _____

Address: _____ City: _____ State: _____ Zip: _____

End Date: _____ Reason for leaving: _____

PREVIOUS ADDRESS ONE

Street: _____ Apt No.: _____ City: _____ State: _____ Zip: _____

How Long (M/D/Y) From: _____ To: _____ Rent Amt. \$: _____ Own Rent Lease Option

Landlord/Management Co.: _____ Phone: _____

PREVIOUS ADDRESS TWO

Use separate sheet of paper for previous addresses up to 10 years.

Street: _____ Apt No.: _____ City: _____ State: _____ Zip: _____

How Long (M/D/Y) From: _____ To: _____ Rent Amt. \$: _____ Own Rent Lease Option

Landlord/Management Co.: _____ Phone: _____

Auto/Year/Make/Lic. No. 1): _____ 2) _____

Other Occupant's Name, Age & Relationship: _____

Local Contact: _____ Address: _____ Phone: _____

Nearest Relative: _____ Address: _____ Phone: _____

Please list any States in which you have resided in the last 10 years: _____

CREDIT HISTORY

Additional Income (Interest, Child Support, Etc.): _____

Bank: _____ Account No.: _____ Branch: _____ Phone: _____

Have you ever refused to pay rent? Yes No If yes, why: _____

Have you ever been served with any notices? Yes No When? _____ What County? _____

Do you currently have accounts in collections? Yes No If yes, what for (utility bills, cable, medical etc.) _____

Company _____

Have you ever been evicted? Yes No If yes, when: _____ What State & County: _____

Property Address: _____

Do you have a car loan? Yes No If yes, car Make/Model: _____

Lien Holder: _____ Monthly Payment \$: _____

Have you ever filed bankruptcy? Yes No What year?: _____

CRIMINAL HISTORY

Have you ever been arrested? Yes No If yes, County/State: _____

Have you or any other occupant ever been convicted of a crime (non traffic) Yes No If yes, County/State: _____

Have you ever been convicted of a felony? Yes No If yes, what year: _____

Have you ever been convicted of any drug related criminal activity? Yes No If yes, what year: _____ County/State: _____

SCREENING FEES ARE NON-REFUNDABLE. I understand that I acquire no rights in a property or unit until I sign this agreement and submit a HOLDING FEE in the amount of \$_____. Said holding fee shall be held in accordance to the signed holding fee agreement and/or signed rental/lease agreement for the property or unit at _____. In compliance with the FCRA (Fair Credit Reporting Act) and Federal and State laws, you are informed that LandlordSolutions, Inc. will be doing an investigation into the information you have provided in this application into your character, mode of living, employment history, rental history and general reputation. I authorize LandlordSolutions, Inc. to obtain credit reports, rental history verification and references, employment verification, character references and banking and credit account verification. Any consumer reports obtained by LandlordSolutions, Inc., on behalf of our client, in connection with this application, are for the sole purpose of investigation into this application. I further understand that inaccurate, fraudulent, false and/or misleading information may result in denial of tenancy or eviction. An INCOMPLETE application may result in delay of processing and/or denial of tenancy.

You have the right to dispute the accuracy of the information reported and upon written request a written summary of your rights under the FCRA. Direct all inquiries to LandlordSolutions, Inc. 2201 North 30th Street, Tacoma, WA 98403, ATTN: Tenant Screening.

Applicant's Signature: _____ Date: _____

THE PROPERTY OWNER OR MANAGER IS RESPONSIBLE FOR THE DECISION TO LEASE/RENT

ADVERSE ACTION NOTICE

Applicant(s) Name: _____ Date: _____
Property Address: _____ City _____ WA, _____
Landlord/Agent/Manager: _____

The purpose of this Adverse Action Notice is to inform you that based on one or more of the following reasons your application to rent the property above did not meet our criteria:

- Unsatisfactory rental history
- Inaccurate or false information provided by applicant
- Unable to verify information provided by applicant
- Negative reports from references or other sources
- Incomplete application
- Lack of references or insufficient reference information
- Insufficient income to meet rental qualifications
- Other _____

Since your rental application did not meet our criteria we have decided to take the following adverse action:

- Denying your application
- Requesting an increased deposit amount of \$ _____
- Requesting a co-signer before execution of a rental agreement.

Further, we are:

- Returning your screening fee
- Not returning your screening fee
- No screening charge was paid or received

The adverse action was taken in whole or in part based upon information received from a person or company other than a consumer reporting agency such as rental and/or employment history. You have the right to make a written request to us for a disclosure of the nature of that information. Written request must be made within sixty (60) days of receiving this letter to: LandlordSolutions, Inc. | 2201 North 30th Street, Tacoma, WA 98403. Include a photocopy of your ID as proof of identity.

The adverse action was taken in whole or in part based upon a consumer report. The consumer reporting agency that provided that report was:

TransUnion | PO Box 2000, Chester, PA 19022-2000 | (800) 888-4213

Pursuant to section 615 of the Fair Credit Reporting Act, we are notifying you that the above noted agency(ies) only provided information about your credit/rental/employment history. It took no part in making the decision for adverse action on your rental application, nor can they explain why the decision was made.

Pursuant to Federal law you have the following rights. 1) You have the right to obtain a free copy of your consumer report. You must request a copy within 60 days of the date you receive this letter by writing or calling the consumer reporting agency whose name is checked above. 2) If you believe your report contains inaccurate or incomplete information, you have the right under the Fair Credit Reporting Act to dispute its accuracy of the information, and put into your report a consumer statement of up to 100 words explaining your position on the items under dispute. Trained personnel are available to help prepare consumer statements. 3) You also may have additional rights under Credit Reporting and Consumer Protection Laws of your state. For further information, you can contact your state local consumer agency or your state's attorney general's office.

Landlord Name: _____
Signature: _____
Title (owner/manager): _____ Date: _____

What is an Adverse Action?

An adverse action is any action by a landlord that is unfavorable to the interests of a rental applicant. Common adverse actions by landlords include:

- Denying the application;
- Requiring a co-signer on the lease;
- Requiring a deposit that would not be required for another applicant;
- Requiring a larger deposit than might be required for another applicant; and
- Raising the rent to a higher amount than for another applicant.

The Adverse Action Notice

When an adverse action is taken that is based solely or partly on information in a consumer report, the FCRA requires you to provide a notice of the adverse action to the consumer. The notice must include:

- the name, address and telephone number of the CRA that supplied the consumer report, including a toll-free telephone number for CRAs that maintain files nationwide;
- a statement that the CRA that supplied the report did not make the decision to take the adverse action and cannot give the specific reasons for it; and
- a notice of the individual's right to dispute the accuracy or completeness of any information the CRA furnished, and the consumer's right to a free report from the CRA upon request within 60 days.

Disclosure of this information is important because some consumer reports contain errors.

The adverse action notice is required even if information in the consumer report was not the main reason for the denial, the increase in security deposit or rent or other adverse action. In fact, even if the information in the report plays only a small part in the overall decision, the applicant still must be notified. The adverse action notice must name the CRA that provided the report to the landlord, even if the information came from another CRA. For example, a report from XYZ TenantScreen includes a credit report from ABC Credit Bureau. The credit report includes negative information that prompts the landlord to turn down the rental application. The adverse action notice should name XYZ TenantScreen as the CRA because XYZ TenantScreen actually provided the report to the landlord. The notice also can explain that XYZ TenantScreen got the credit information from ABC Credit Bureau, but that is not required under the FCRA.

While oral adverse action notices are allowed, written notices provide proof of FCRA compliance.

Non-Compliance with the FCRA

Landlords who fail to provide required disclosure notices face legal consequences. The FCRA allows individuals to sue landlords for damages in federal court. A person who successfully sues is entitled to recover court costs and reasonable legal fees. The law also allows individuals to seek punitive damages for deliberate violations of the FCRA. In addition, the Federal Trade Commission (FTC), other federal agencies and the states may sue landlords for non-compliance and get civil penalties. However, a landlord who inadvertently fails to provide a required notice in an isolated case has legal protections, so long as he or she can demonstrate "that at the time of the . . . violation he maintained reasonable procedures to assure compliance" with the FCRA.

Take the Case of...

1. A landlord who orders a consumer report from a CRA. Information contained in the report leads to further investigation of the applicant. The rental application is denied because of that investigation. Since information in the report prompted the adverse action in this case, an adverse action notice must be sent to the consumer.
2. An applicant with an unfavorable credit history, like past-due credit accounts, who is denied an apartment. Although the credit history was considered in the decision, the applicant's poor reputation as a tenant in his current location played a more important role. The applicant is entitled to an adverse action notice because the credit report played a part, however minor, in the denial.
3. A person with an unfavorable credit history, like a bankruptcy, but no other negative indicators, who applies for an apartment. Rather than deny the application, the landlord offers to rent the apartment, requiring a security deposit that is double the normal amount. The applicant is entitled to an adverse action notice because the credit report influenced the landlord's decision to require a higher security deposit from the applicant.
4. A landlord who hires a reference-checking service to verify information included on a rental application. Because the service reports that the applicant does not work for the employer listed on the application, the rental application is denied. The applicant is entitled to an adverse action notice. The report is a consumer report from a CRA (the agency checking the references provided by the consumer on the application), and its report influenced the landlord's decision to deny the application.
5. A landlord who makes it a practice to approve an application if the prospective tenant shows an adequate income or has a favorable credit report, is dealing with an applicant who has an inadequate income and a bad credit report. The applicant is entitled to an adverse action notice because the credit report influenced the denial, even though income was another factor.