

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 twenty five months from the date of inquiry.

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

- SSN Trace, Address History, WA Civil, WA Eviction, Sex Offender searches .WA Criminal (felony, misdemeanor, warrants, FTA issued, DWLS, DUI and DWI)\$30.00*
- Tenant ScoreCard (Copy of ID Required)\$5.00*
- Full Credit Report (On-site inspection required).....\$5.00*
- Verification of Employment with current and past Rental References\$15.00**

*All prices include WA State sale tax and are subject to change without notice
 +No fewer than three attempts over four business days will be made to obtain information. Progress notes available by logging in to your online tenant screening account. LandlordSolutions does not make any auarantee or promise to our ability to obtain information. Client will not receive any refund for unverified or incomplete verification or references. The Work Number verifications may incur additional fees

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. Landlord shall comply with RCW 59.18.257 by notifying the applicant in writing or by posting of their criteria and what types of information will be accessed to conduct the tenant screening prior to accepting payment.

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.

Client has signed and agrees to implement controls as outlined in the Access Security Requirements to take 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 certifies they are the landlord and their "Permissible Purpose" for accessing a consumer report is in connection with making a rental decision. 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 10% 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 costs should LandlordSolutions be required to file suit on this agreement to collect any fees and costs owed. All invoices will be sent via email unless otherwise requested

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 card 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.

 Print Name Title

 Signature Date

Contact and Billing Information

Name	Title	Company Name	
Street	City	State	Zip Code
Phone	Cell	Fax	
Email (We will use this email to send notification of completed reports & invoices)		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

Visa M/C Discover AMEX

Approved: LANDLORDSOLUTIONS, INC.

Credit Card Number Exp. Date Jim Henderson Jr., President Date Approved

Access Security Requirements

We must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer report information. It is your responsibility to implement these controls. If you do not understand these requirements or need assistance, it is your responsibility to employ an outside service provider to assist you. The credit reporting agency reserves the right to make changes to Access Security Requirements without notification. The information provided herewith provides minimum baselines for information security. In accessing the credit reporting agency's services, you agree to strictly follow these requirements.

1. You must protect your user ID and password so that only key personnel know this sensitive information. Unauthorized persons should never have knowledge of your password. Do not post the information in any manner within your facility. If a person who knows the password leaves your company or no longer needs to have it due to a change in duties, the user shall be deleted and prohibited from accessing the system.
2. System access software, whether developed by your company or purchased from a third party vendor, must have your LandlordSolutions, Inc. user ID and password "hidden" or embedded and be known only by supervisory personnel. Assign each user of your system access software a unique logon password.
3. Do not discuss your user ID and password by telephone with any unknown caller, even if the caller claims to be a representative or employee of a Consumer Reporting Agency. Do not discuss your user ID and password with co-workers, friends or family. Do not share your user ID or password via email. Keep your password confidential.
4. Create strong passwords. A strong password is an important protection to help you have safer online transactions. Here are steps you can take to create a strong password. Some or all might help protect your online transactions:
 - **Length.** Make your passwords long with eight or more characters.
 - **Complexity.** Include letters, punctuation, symbols, and numbers. Use the entire keyboard, not just the letters and characters you use or see most often. The greater the variety of characters in your password, the better. However, password hacking software automatically checks for common letter-to-symbol conversions, such as changing "and" to "&" or "to" to "2."
 - **Variation.** To keep strong passwords effective, change them often. Set an automatic reminder for yourself to change your passwords on your email, banking, and credit card websites about every three months.
 - **Variety.** Don't use the same password for everything. Cybercriminals steal passwords on websites that have very little security, and then they use that same password and user name in more secure environments, such as banking websites.
5. Configure computer workstations to time out timeout after 15 minutes of inactivity with a password protected screensaver. Place all computer workstations used to obtain consumer report information in a secure location within your facility. You should secure these computers and workstations so that unauthorized persons cannot easily access them.
6. After normal business hours, be sure to turn off and lock all devices or systems used to obtain consumer report information. Use physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain consumer report information.

1. Secure hard copies and electronic files within your facility so that unauthorized persons cannot easily access them. Maintain a current anti-spyware software on each computer workstation used to access consumer report information and ensure the software is updated on a regular schedule.
2. Shred or destroy all hard copy consumer report information when no longer needed. Do not send sensitive data through email.
3. Erase or scramble electronic files containing consumer report information when no longer needed and when applicable regulations(s) permit destruction. In the event of a compromised system, notify LandlordSolutions, Inc. immediately and take necessary steps to ensure no other consumer reports are accessed using compromised system.
4. Make employees aware that your company can access consumer report information only for the permissible purposes. Your employees may not access their own report or the report of a family member or friend if your company does not have a permissible purpose.
5. By agreeing to this document you agree to release LandlordSolutions, Inc. from any litigation, damages, and liabilities arising from supplying consumer report information to you and further agree to comply with the Access Security Requirements and Agreement for Services agreement in its entirety. You shall not resell or share any consumer reports or consumer report information to any third party. Yours, company personal or your company's access to may be terminated at any time without notice if found to be in compliance with this agreement.

Record Retention: *The Federal Equal Opportunities Act states that a creditor must preserve all written or recorded information connected with an application for 25 months. In keeping with the ECOA, the credit reporting agency requires that you retain the credit application and, if applicable, a purchase agreement for a period of not less than 5 years. When conducting an investigation, particularly following a breach or a consumer complaint that your company impermissibly accessed their credit report, the credit reporting agency will contact you and will request a copy of the original application signed by the consumer or, if applicable, a copy of the sales contract. "Under Section 621 (a) (2) (A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$2,500 per violation."*

I have read and understand the Access Security Requirements and will take all reasonable measures to enforce them within my facility.

Auththorization and Company Information

Print Name: _____ Company Name: _____

City: _____ State: _____ ZIP: _____

Phone: _____ Fax: _____ Email: _____

Signature: _____ Title: _____ 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.

Rental Criteria

Effective June 7, 2012 landlords who collect a screening fee from prospective tenants are required to:

1. Provide the applicant, in writing, with the rental criteria that may result in denial of the application.
2. Provide a written adverse action notice as outlined under RCW 59.18.257. This notice is available through your online tenant screening account.

If you take adverse action on a prospective tenant you shall provide the prospective tenant with a written "Adverse Action Notice". You can access the State required "Adverse Action Notice" through your online tenant screening account. This notice also includes the required federal FCRA and Frank Dodd information.

Any landlord or prospective landlord who violates this section may be liable to the prospective tenant for an amount not to exceed one hundred dollars. The prevailing party may also recover court cost and reasonable attorney's fees.

If you have any questions about these changes or accessing your online tenant screening account email screening@landlordsolutionsinc.com or call us at 253-396-0010.

Disclaimer

The Rental Criteria Example is intended for you to use as basic guideline and should be customized to your specific criteria requirements. It is not set in stone and should be regularly reviewed to make necessary changes as needed. Your criteria should be consistently followed in all situations to avoid possible fair housing discrimination. Disclaimer: This document contains general information and not intended to apply to any specific situation or as legal advice. You should consult with your attorney to review your criteria or with any questions about the law.

Rental Criteria Example

Instructions: Put a check next to each item that may result in denial of the application.

Identification

Applicant must provide current government issued photo identification

Income

Applicant may be denied for:

Lack of proof of income

Monthly household income less than _____ time(s) the stated monthly rental amount.

Other: _____

Credit History

Applicant may be denied for:

Unverifiable social security number

Credit score below _____

Open bankruptcy

Bankruptcy dismissed or discharged within the past _____ months

Judgment or collection for unpaid rent

Judgment or collection for damage to rental unit

Judgment or collections in excess of \$ _____ or # _____ open accounts

Medical disregarded

Student loans disregarded

Foreclosure in the past _____ months

Past due mortgage

Tax lien

Other: _____

Criminal History

Applicant may be denied where the date of disposition, release or probation have occurred within the past seven years for a conviction, guilty plea or no-contest plea for:

Drug related offenses (intent to deliver; delivery, sale or possession of a controlled substance, manufacturing)

Sex crimes and/or crimes against a child

Murder

Manslaughter

Assault

Burglary

Registered or unregistered sex offender

Kidnapping

Forgery

Robbery

Malicious mischief

Vehicle prowling

Arson

Other: _____

TENANT SCREENING

Check each one which applies:

SSN Trace Criminal/Civil & Eviction Report	\$30.00	Credit ScoreCard	\$5.00
Rental and Employment Verifications	\$15.00	Full Credit Report	\$5.00 (on-site inspection required)

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: _____

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

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

Landlord/Management Co.: _____ Phone: _____

Email Address: _____

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: _____

Email Address: _____

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: _____

Email Address: _____

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: _____

Email Address: _____

PREVIOUS ADDRESS TWO

Use separate sheet of paper for previous addresses up to 7 years.

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

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

Landlord/Management Co.: _____ Phone: _____

Email Address: _____

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