

**TENANT SCREENING ACCOUNT  
CHECK LIST**

Please complete, sign and fax back.

1. Agreement for Service (2 pgs)
2. Certification (1 pg)
3. Credit Card and Check Authorization Form (1pg)
4. Credit Application (*Verifications Performed by Sales Rep*) (2 pgs)
5. To comply with Fair Credit Reporting Act, we are REQUIRED to verify that you are a legitimate business and that you are who you identify yourself to be. Please provide the following items from a, b & c:
  - a) Copy of: Business License *or* Corporate Papers;
  - b) Copy of Check *or* deposit slip from Business Checking Account.
  - c) Copy of an invoice from two (2) business references you are currently doing business with.
6. Customer must have listing with directory assistance.

If you should have any questions, feel free to give us a call and ask for sales...

800-247-2365 x 2  
Fax (973) 256-2072

# CUSTOMER AGREEMENT

THIS IS A CUSTOMER AGREEMENT ("Agreement") made and entered into on of the date executed by and between the following parties:

Data Access, Inc., d/b/a DataScreening, 999 McBride Avenue, Suite C205, Woodland Park, NJ 07424

Customer Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by all parties, the parties hereto agree as follows:

## 1. Services

(a) Customer certifies that the primary use of service is to obtain background reports, (which may include Credit reports), in connection with the evaluation of individuals, for employment, promotion, reassignment or retention as an employee.

(b) Customers may request background reports from time to time, pursuant to procedures pre-scribed, for reasons listed above and no other purpose. Customer is the End User of reports. The background reports listed on the Description of Searches, Addendum A, include public and non-public reports provided by government and private entities.

## 2. Confidentiality

(a) The Customer agrees that all reports will be used one time only and kept strictly confidential, except as required by law, and will not disclose information from reports to any third parties not involved in the current employment decision. Customer agrees to comply at all times with the Fair Credit Reporting Act (FCRA), Drivers Privacy Protection Act, (DPPA), and all other applicable laws as these provide protection for the general public. No information will be requested for the use of any individual or corporation other than the Customer. Requests for report information from the person who is the subject of the report will be referred to the Customer who will provide the report information for disclosure only as provided under the Fair Credit Reporting Act or other applicable laws. Information will not be used in violation of any applicable Federal or state equal employment opportunity law or regulation.

(b) Before a consumer report is obtained; a clear and conspicuous disclosure is made in writing to the applicant in a document that consists solely of the disclosure that a background report may be obtained for employment purposes. Customer will obtain a written consent signed by the subject individual prior to requesting a report from the Distributor. Such written consent will be retained by the Customer for such a period of time as required by law. Each request for a report will further state the specific purpose involved in each transaction and such reports will be used for no other purpose.

(c) Customer further certifies that before taking adverse action, whether based wholly or partly on information provided in the background report, it will provide the consumer;

A copy of the background results; and

A copy of the consumer's rights, in the format approved by the Federal Trade Commission (FTC)

(d) The Customer agrees to hold Data Access Inc., its affiliates from whom such reports were obtained, as well as their officers, employees, independent contractors, agents and assigns harmless from and against any expense or damage resulting directly from obtaining or publishing report information contrary to these conditions, by the Customer, its employees or agents.

(e) Recognizing that information is secured by and through fallible human sources and that Data Access Inc., cannot insure the accuracy of the information, the Customer understands and agrees that the accuracy of any information furnished is not guaranteed by Data Access Inc and the Customer releases Data Access Inc, it's affiliated companies, vendors & sub contractors and all of their officers, employees, independent contractors, agents and assigns, from any and all liability in connection with the furnishing of such reports. Notwithstanding the foregoing, Data Access Inc represents and warrants that it will follow all applicable laws in its performance of this Agreement and shall indemnify and hold harmless the Customer and the respective directors, officers, employees and agents of Customer, from and against any and all claims, losses, damages, judgments and expenses (including reasonable legal fees) arising out of or in connection with any third-party claim alleging any breach of such representations and warranties.

(f) Certify that the customer is the End User and will not resell the information to any third party.

**It is a requirement that all end users take precautions to secure any system or device used to access consumer information. There should be limited access, in a secure area, restricted to a few key personnel.**

**General Terms**

(a) This Agreement may be canceled at any time by thirty (30) days written notice by either party, but such cancellation shall not terminate the Customer's obligation to pay for services previously requested or rendered.

(b) Subject to paragraph (a) above, this Agreement shall remain in force and effect for one year from date hereof, and thereafter, from year to year, on the same basis as set forth herein except, with just cause, such as delinquency or violation of the terms of the contract or a legal requirement, Data Access Inc may, upon its election, discontinue serving the Customer and cancel the Agreement immediately.

(c) This Agreement constitutes the complete and entire Agreement between the parties and cannot be altered, amended or modified except by a written amendment executed by an authorized representative of both parties.

(d) The Customer agrees that it will pay all bills for services rendered according to the rate schedule in effect at the time services are rendered. **Payment will be due within fifteen (15) days from date of invoice.** Interest of one and one-half percent (1-1/2%) per month will be due on payments received fifteen days after the date of the invoice. Bills are based on the request for information and generated at the time the request was made.

(e) In the event that Data Access Inc is required to engage the services of legal counsel to enforce its rights under this Agreement, the DAI shall be entitled to reasonable attorneys' fees and cost from the Customer. In the event of litigation, such fees and cost shall include those for trial, appeal, and to any bankruptcy proceeding. Jurisdiction for any legal action related to this Agreement will be in Passaic County, New Jersey.

(f) The invalidity or unenforceability of any provision in the Agreement shall not in any way affect the validity of enforceability of any other provision and this Agreement shall be construed in all respects as if such invalid of unenforceable provision had never been in the Agreement.

(g) This Agreement shall be governed by and interpreted under the laws of the State of New Jersey

Specific Business Purpose is: Tenant Screening

The nature of Customers business: \_\_\_\_\_ Tax ID Number: \_\_\_\_\_

By: \_\_\_\_\_  
**CUSTOMER** Authorized Representative

By: \_\_\_\_\_  
**Data Access. Inc. - Representative**

Print Name: \_\_\_\_\_

For Data Access Inc.: Karen Slezak

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# DataScreening

## Credit Application

999 McBride Avenue, Suite C205

Woodland Park, NJ 07424

Phone (800) 247-2365

Fax (973) 256-2072      Date: \_\_\_\_\_

Please furnish the following information and references and complete all questions:

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Area Code/Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_

Type of Organization \_\_\_\_\_ Employers Tax ID # \_\_\_\_\_

Nature of Business \_\_\_\_\_

Date Incorporated \_\_\_\_\_

**Principals or Officers:**

(1) \_\_\_\_\_ Title \_\_\_\_\_

(2) \_\_\_\_\_ Title \_\_\_\_\_

**Bank Information:**

Bank Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Account # \_\_\_\_\_

**Credit References:** 1. \_\_\_\_\_ Phone \_\_\_\_\_  
(Vendors)

2. \_\_\_\_\_ Phone \_\_\_\_\_

3. \_\_\_\_\_ Phone \_\_\_\_\_

By \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

Email Address: \_\_\_\_\_

**Credit reports may be pulled for Employment / Tenant Search Services only!**

**Please select the products/services you will normally order?**

- SS Fraud/ID Scan
- County Criminal Search
- Insta-Statewide Criminal Search\*
- Insta-National Criminal Search\*
- Eviction Records
- Landlord verification
- Credit Report

Other \_\_\_\_\_

*\*Instant Database- Should only be used to supplement county searches*

**When ordering county searches, would you like us to:**

**Check all counties the applicant has lived in**

**Check all name variations**

**Check all counties the applicant has lived in the past \_\_\_\_\_ years**

**Perform up to \_\_\_\_\_ searches**

Would you also like us to search counties where applicant has worked/ gone to school?    Yes    No

Occasionally we are asked by prospective clients to provide references, can we list your company as a reference?  
Yes    No

**How many reports do you anticipate ordering each month?** \_\_\_\_\_

**For Internal Use Only**    Date: \_\_\_\_/\_\_\_\_/\_\_\_\_    Client Code(s): \_\_\_\_\_    Sales Representative \_\_\_\_\_

**Verifications:**

- |  |                  |           |
|--|------------------|-----------|
| Telephone listing with Directory Assistance.   |                  | By: _____ |
| Business verified with business License, or Corporate Papers                         | Attach copies    | By: _____ |
| Verify Trade References  | Or attach copies | By: _____ |
| Verify Banking Reference   | Or attach copies | By: _____ |
| Customer has signed Certification  | Attach copies    | By: _____ |
| Customer has received copies of disclosures  |                  | By: _____ |
| Physical Inspection Performed  | Attach copy      | By: _____ |
| Agreement for Service, and Membership Application completed for all clients/branches |                  | By: _____ |

Comments: \_\_\_\_\_

# Customer Certification

## DataScreening

Company Name: \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Customer certifies to abide by the rules and regulations of the Fair Credit Reporting Act (FCRA) as amended by the Consumer Credit Reports Act of 1996 and the Intelligence Reauthorization Act. Customer has a need for background checks in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee.

1. Disclose to the applicant, in a separate document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes. (*Consumer Reports Notification*)
2. Obtain written consent before ordering any type of report. (*Applicant Release / Order form*)
3. Advise the applicant if adverse action is being taken in whole or in part by the information contained in the reports and will give such advice before taking such action, including providing a copy of the report. (*Adverse Action Letter and applicable report*).
4. Provide the applicant with a written summary of their rights. (*Summary of Rights under the FCRA*).
5. Information from the consumer reports will not be used in violation of any applicable Federal or State equal employment opportunity law or regulation.

Print Your Name \_\_\_\_\_ Position \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

For a full copy of the FCRA, visit [www.ftc.gov](http://www.ftc.gov)

Sign and return this form to DataScreening Fax: (973) 256-2072

Rev 1/04

**DATA ACCESS INC. d/b/a DataScreening**  
**800-247-2365**  
**Fax 973-256-2072**

CREDIT CARD BILLING and  
CHECKING ACCOUNT AUTHORIZATION FORM

Name on Credit Card \_\_\_\_\_

Your Business Name: \_\_\_\_\_

Billing Address of credit card \_\_\_\_\_

City, State, Zip \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Credit card #: \_\_\_\_\_ CVV2 Code: \_\_\_\_\_

Type of Credit Card: MC/Visa \_\_\_\_\_ Amex \_\_\_\_\_

Expiration date: \_\_\_\_\_

Billing Telephone #: \_\_\_\_\_

Fax Number: \_\_\_\_\_

\*Name of Bank \_\_\_\_\_

\*Address of Bank \_\_\_\_\_

\*Bank Routing Number \_\_\_\_\_

(this is the first string of numbers on your check)

\*Bank Account Number \_\_\_\_\_

\*I, \_\_\_\_\_, authorize Data Access, Inc. to charge my  
credit card c'v'ko g"qh'qtf gt0'

Signature: \_\_\_\_\_

\* Required fields even if paying by credit card

# Access Security Requirements

## Exhibit A

Recognizing our obligation to fully support and implement policies that protect the confidential nature of the information in our database and assure respect for consumer's rights to privacy. Only companies that are approved members of our service and have permissible purpose for obtaining credit reports are permitted access to credit information.

It is a requirement that all end users take precautions to secure any system or device used to access consumer credit information. To that end, the following requirements have been established:

Your account number and password must be protected in such a way that this sensitive information is known only to key personnel. Under no circumstances should unauthorized persons have knowledge of your password. The information should not be posted in any manner within your facility.

The system access software you use purchased from Data Access, Inc., a third party vendor, has an account number and password "hidden" or embedded so that the password is known only to supervisory personnel. Each user of your system access software must then be assigned unique logon passwords.

Your account number and passwords are 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 a few key personnel.

Any terminal devices used to obtain credit information should be placed in a secure location within your facility. Access to the devices should be difficult for unauthorized persons.

Any devices/systems used to obtain consumer reports should be turned off and locked after normal business hours, when unattended by your key personnel.

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

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 regulation(s).

Electronic files containing consumer report data and/or information will be completely erased or rendered unreadable when no longer needed and when destruction is permitted by applicable regulation(s).

**“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.”**

Rev 1/04

# Revisions to FCRA

Exhibit B

Dear **DataScreening** Customer:

This is an overview and is provided as a guide to our customers. It is not intended as legal advice. This addresses the Fair Credit Reporting Act (FCRA) as it applies to employment, promotion or retention purposes. For additional requirements other than employment purposes, please refer to the Act.

For a full copy of the FCRA, visit [www.ftc.gov](http://www.ftc.gov)

The revisions to the FCRA went into effect Tuesday, September 30, 1997. This is to educate you on what the new requirements are. The fact that the FCRA is a legal document in itself opens it up for interpretation, but there are so many opinions about how the act impacts background checks that people are still uncertain what the one correct interpretation is. We all need to be in compliance to the best of our understanding. Here is a basic summary of the new requirements.

**Before ordering any information for employment purposes you must:**

- a) Disclose that a report will be ordered, on a document that consists solely of this disclosure. (The *Consumer Reports Notification*). {604 (b)(2)(A)}. The applicant takes this home, its purpose is to create an awareness on their part that your company will be generating one or more consumer reports on them as prospective employees.
- b) You must obtain written consent from the applicant. (*Applicant Release / Order Form*). The release form is retained for two years or as required by law at your place of business.

**Before you take adverse action based in whole or in part on the information you receive from us, you must:**

- a) Notify the applicant of the adverse action, orally, in writing or electronically. Advise them of the consumer reporting agency that provided the adverse information. (*Adverse Action Letter*)
- b) Provide a copy of the *applicable report* to the applicant.
- c) Advise the applicant of their rights in writing. (*Summary of Rights under FCRA*)

You must certify that you will comply with the Fair Credit Reporting Act. Complete the *Customer Certification* form and fax to: **(973) 256-2072**.

*Your own legal counsel should be consulted to provide additional guidance.*

Call **DataScreening** for general procedure, we will do our best to answer any questions. For your convenience Pre-adverse Action and Adverse Action Letters are located within our Employment Screening program.

**800-247-2365**