



## **DATASCREENING TENANT SCREENING ACCOUNT CHECK LIST**

**Please complete and fax back the following items:**

Residential Screening Agreement (6 pgs)

Transunion Credit Addendum (3 pgs)

Safeguarding PII Check List (3pgs)

Customer Application & Product check list (2 pgs)

Credit card & checking account authorization form (1 pg)

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.

Note: Customer must have a listing with directory assistance.

If you should have any questions, feel free to give us a call at:

800-247-2365 x 2

Fax 973-

# RESIDENTIAL SCREENING AGREEMENT

THIS AGREEMENT is between Data Access, Inc. d/b/a DataScreening (“DS”) and \_\_\_\_\_ (“Client”). This Agreement is entered into on \_\_\_\_\_, 20\_\_\_\_.

## 1. Services to be Provided by DS

A. Upon request and relying upon Client’s representations that it has a legitimate purpose for information, DS will provide consumer reports to the Client. DS will only furnish a report for a permissible purpose under the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq. (“FCRA”) and no other purpose.

B. Periodically and upon request, DS will provide to Client copies of certifications, consumer consents, notices and summary of rights under the FCRA as well as other forms which DS finds helpful in meeting its obligations under the FCRA and other applicable laws. Client acknowledges receipt of the Federal Trade Commission Notice of Consumer’s Rights and Notice to Users, which can be obtained at: <http://www.datascreening.com/compliance-forms/>

## 2. Representations of Client when ordering reports

A. Client represents that it is an existing business with the legitimate need for consumer reports offered by DS. Client specifically represents that reports will only be obtained for its own use and it is the end user of the reports. It will not further distribute, sell, give or trade such information with any third party. Client will request reports for the following permissible purpose only: residential screening for a transaction initiated by the subject of the report.

B. Client represents that prior to requesting a report for residential/screening purposes, it will:

(i) disclose to the individual who is the subject of the report that a consumer report or, as applicable, an investigative consumer report, may be obtained;

(ii) provide to the individual a summary of the individual’s rights under the (“FCRA”); and

(iii) not utilize any information in violation of any federal or state equal housing law or regulation.

(iv) provide after taking adverse action e.g., rejecting, increasing rental rates, etc. against the subject of the report, based in whole or in part upon information contained in a report furnished by DS, the Client shall:

(a) provide notice of such action to the individual;

- (b) provide the name, address and telephone number of DS;
- (c) inform the individual that he/she is entitled to a free copy of the report and a right to dispute the record through DS and that DS is unable to provide the individual the specific reasons why the adverse action was taken by you; and
- (d) providing a copy of the individual's rights under the FCRA.
- (v) that it will comply with the FCRA and similar state laws, in regard to all reports.
- (vi) Client will maintain documentation showing compliance with these certifications for a period of six (6) years or during the tenancy of the subject, whichever is longer.

C. Client represents that, if it orders credit reports, it will have a policy and procedures in place to investigate any discrepancy in a consumer's address when notified by the credit bureau that the consumer's address, as submitted by the client, substantially varies from the address the credit bureau has on file for that consumer. Further, if client grants tenancy to the consumer and in the ordinary course of its business it furnishes information to the credit bureau from which the report came, that it will advise the credit bureau of the address it has verified as accurate if that address is different from the one provided by the credit bureau.

### **3. Compliance with Applicable Law**

A. The laws relating to the furnishing and use of information are subject to change. It is the responsibility of Client and DS to become knowledgeable in such laws and to comply with them. The failure to comply with the then current applicable law may result in a breach of this agreement, termination of service, civil and criminal liability. DS does not undertake any obligation to advise Client of its legal obligations. Client acknowledges receipt of the Notice to Users created by the Federal Trade Commission.

B. DS does not act as legal counsel for Client. Client is responsible for retaining counsel to advise it regarding proper use of consumer reports; compliance with the FCRA, the Driver Privacy Protection Act, 18 U.S.C. §2721 et seq ("DPPA") and other applicable federal, state and local laws; and development of an appropriate screening program for Client's use of consumer reports.

C. Client agrees to promptly execute and return to DS all documentation required, now or in the future, by any government agency or DS to permit release of information or to ensure compliance with applicable laws or regulations. Such documentation shall become part of this agreement. The failure to return such documentation will result in Client being blocked from receiving the information related to the documentation, and, in some circumstances, all service may be terminated without additional notice.

D. Client consents to any reasonable request by DS to audit records of the Client and to communicate with employees of the Client, with notice to Client, to determine the appropriateness of any present or past request(s) for information by Client.

#### **4. Fees for Services**

A. DS will charge a fee for each request made by Client, in accordance with DS current fees schedule. DS reserves the right to change the fees charged upon thirty (30) days notice to Client. Applicable sales or other taxes will be added to all fees. Client understands that DS may incur access charges imposed by courts and other governmental agencies which are passed along to Client in addition to fees. These costs are subject to change without notice.

B. DS will bill Client monthly. Payment on all invoices will be due fifteen (15) days after billing. For any invoice not paid within fifteen (15) days, DS will add and collect a SERVICE CHARGE of one and a half percent (1½%) per month (or the maximum permitted by applicable law, if lower) with a minimum service charge of \$2.50. Client agrees to pay DS's reasonable attorney's fees and costs incurred in enforcing the terms of this Agreement and in the collection of amounts due under this Agreement.

#### **5. Confidentiality of Information**

A. Information provided by DS to its Clients is considered confidential by law. Upon its receipt, Client shall treat the information as confidential. Such information shall be maintained in confidential files to which access is restricted. Only those employees who need such information to perform their job duties shall have access to the same. Client shall supply to DS the name and phone number of the contact person or persons with whom DS may discuss the contents of reports furnished to Client. At the time that Client disposes of any report received it shall cause such to be destroyed by shredding or burning as required by regulations issued by the Federal Trade Commission.

B. Client acknowledges that it will receive personal identifying information on the subjects of the reports it receives. Client shall maintain reasonable procedures to protect the information from unauthorized internal or external access. Within 30 days of the execution of this Agreement, Client will outline its protections in regard to the receipt, usage and storage of this information. Client shall, upon request, advise us of the status of Client's security measures. If Client experiences a breach of security regarding this information or discontinues any security measure, Client shall notify us within 24 business hours of the breach or discontinuance. Within seven (7) business days of such an event, Client shall advise us what steps have been taken to protect the information from the reoccurrence of the breach or to restore protection of the information.

## **6. Waiver and Release**

A. Client acknowledges that DS relies totally on the information furnished by others. DS also relies on the information contained in the records of various governmental agencies for other reports. DS is not responsible for inaccurate or false information. Client agrees to assert no claim and waives liability against DS for any inaccurate or false information included in any report unless DS had actual knowledge of the error and failed to correct it if it had the legal ability to alter such information.

B. Client agrees to hold DS harmless and will indemnify DS from all claims and losses resulting from Client's breach of this Agreement or violation of any applicable law. DS agrees to hold Client harmless for all claims and losses arising from DS violation of any applicable law. Such indemnifications include all costs and reasonable attorney fees incurred by the indemnified party.

C. If the party seeking indemnification proposes to settle any claim it believes is subject to indemnification, it must notify the indemnifying party of such settlement and the indemnifying party must approve such settlement. Such approval shall not be unreasonably withheld. The indemnifying party can also disapprove of such settlement on the basis that the claim is not within those claims or losses covered by the indemnification. If the indemnifying party accepts the request to indemnify, but disagrees with the settlement amount, the indemnifying party shall take over the defense of the claim.

## **7. Misuse of Information**

The FCRA prohibits the obtaining of information from a consumer reporting agency for an impermissible purpose. Further, those involved in such improper requesting may be subject to criminal penalties of imprisonment up to one year and/or a fine of \$5,000 for each offense. 15 U.S.C. § 1681q. If a Client or one of its employees misrepresents to DS the reason for a report or requests a report for an impermissible purpose, DS may terminate service without notice in addition to other remedies available to DS. Client understands that its misuse of or improper request for information may have a direct impact upon DS and may cause it to be unable to obtain information for any of its clients resulting in substantial damages for which Client would be liable.

## **8. Termination of Agreement**

A. Client may terminate this Agreement at any time upon written notice to DS. Client will remain liable for all charges made to its account prior to termination and will promptly pay all sums due on termination.

B. DS may terminate this agreement by providing a sixty (60) day written notice but upon the occurrence of the following events, DS may, immediately and without notice terminate this Agreement:

- (i) Default in payment of charges for DS ;

- (ii) Misuse of information contained in a DS report;
- (iii) Improper request for information;
- (iv) Failure of Client to comply with or assist DS in complying with the FCRA or any other applicable law;
- (v) A material breach of this Agreement or violation of any law or regulation governing the request, use or release of the information in the reports by Client.
- (vi) Unauthorized release of information in a consumer report to a third party or the reselling of any report.

## **9. Notice of Change in Client's Business**

Client shall immediately notify DS of any of the following events: change in ownership of the Client (over 50%); a merger, change in name or change in the nature of Client's business that in any way affects Client's right to request and receive consumer reports.

## **10. Miscellaneous Provisions**

A. This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements, negotiations and representations. This Agreement may only be modified in writing signed by both parties; however, subsequent representations by Client to show compliance with existing or future laws are effective when signed by Client and become a part of this Agreement. This Agreement is for the exclusive benefit of the parties hereto and no benefit is intended for any third party.

B. All communications and notices to be given under this Agreement will be made to the addresses and telephone numbers set forth herein. Each party will notify the other promptly of any change of address or telephone number.

C. This Agreement is intended to be subject to, and in compliance with, all applicable state and federal statutes and regulations. Insofar as this Agreement or any provision may subsequently be determined to be at variance or not in compliance with any such statute or regulation, it will be considered to be amended or modified to the extent necessary to make it comply, and DS and Client hereby consent and agree to any such amendment or modification. Further, the invalidity of any one provision shall not affect the validity of the other provisions.

D. This Agreement is deemed to have become effective and to have been entered into upon its acceptance in the State of New Jersey by DS. Therefore, this Agreement will be interpreted and enforced in accordance with the laws of the State of New Jersey without reference to its conflict of laws provisions.

Data Access, Inc. d/b/a  
DataScreening (“DS”)

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Address: 999 McBride Avenue

Suite C205

Woodland Park, NJ 07424

Client Name: \_\_\_\_\_

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**TRANS UNION USER ADDENDUM**

This Addendum is entered into by and between Data Access, Inc. d/b/a Data Screening (“DS”) and \_\_\_\_\_ (“Client”) for the purpose of allowing Client to obtain credit reports from Trans Union.

1. Permissible Purpose. Please check the permissible purpose which Client will request credit reports:

\_\_\_\_\_ Employment. Client understands that the use of credit reports for employment purposes is restricted by some state or local laws. Client agrees to undertake the responsibility to advise itself as to such restrictions and use credit reports in a way to comply with such statutes and ordinances. OR

\_\_\_\_\_ Tenant Screening.

2. Client’s identity and permissible purpose have been established previously during DS’s verification process. The nature of client’s business is: \_\_\_\_\_. Client certifies that there has been no change in the ownership or business activity that would affect its permissible purpose to receive reports.

3. Client, if not a publically held company, agrees that an on-sight inspection of its business must be satisfactorily completed before it can receive credit reports.

4. Client agrees to cooperate with the inspectors. If there are any problems with the inspectors, Client shall contact DS immediately.

5. Client agrees not to resell or further distribute by any means, any credit report or part thereof received, and certifies that it is the end user of the credit report for a one time use. If client wishes to share a credit report with a third party which has a joint use of the information in the specific transaction for which client requested the report, it shall notify DS before such sharing and DS shall verify the identity and permissible purpose and have an on-sight inspection conducted of that third party. Client shall be billed for such verification services. Any report received will only be shared or disclosed to employees who have a reason to know the information disclosed. Client’s employees shall be instructed not to obtain reports on themselves, co-workers, associates or any third person.

6. Trans Union requires that those ordering reports from employment purposes specifically agree to the following certifications:

6.1 Client’s business is \_\_\_\_\_, and it has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee (“Consumer report for Employment Purposes”).

6.2 Client shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by DS from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no



other purpose. Client shall comply with any federal, state and local laws which may restrict or ban the use of Consumer Report for Employment Purposes.

6.3 Client certifies that it will not request a Consumer Report for Employment Purposes unless:

6.3.1 A clear and conspicuous disclosure is first made in writing to the consumer by Client before the report is obtained, in a document that consists solely of the disclosure that a consumer report may be obtained for employment purposes.

6.3.2 The consumer has authorized in writing the procurement of the report; and

6.3.3 Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

6.4 Client further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer with:

6.4.1 A copy of the Consumer Report for Employment Purposes; and

6.4.2 A copy of the consumer's rights, in the format approved by the Consumer Financial Protection Bureau.

6.5 Client shall use the Consumer Report for Employment Purposes only for a one-time use, and shall hold the report in strict confidence, and not disclose it to any third parties that are not involved in the employment decision.

6.6 Client will maintain copies of all written authorizations for a minimum of six (6) years from the date of inquiry.

6.7 With just cause, such as violation of the terms of Client's contract or legal requirement, or a material change in existing legal requirements that adversely affects Client's Agreement, DS may, upon its election, discontinue serving the Client and cancel the Agreement immediately.

7. The Service Agreement with DS contains similar certifications. The interpreting of the Service Agreement and this Addendum shall be conducted to create one complete set of certifications and Client must comply with each certification regardless in which Agreement it is found.

8. Ordering Credit Scores.

8.1 Client understands that credit scores are not available for employment purposes. Existing credit scoring has not been established for use with employment and the current Scores have no connection to work performance and therefore, their use is improper and irrelevant. Client agrees that it will not order credit scores and then use them for employment purposes.

8.2 Client may order credit scoring in conjunction with tenant screening. Client agrees to the following when ordering TransUnion Scores ("Scores"). Client will request Scores

only for its exclusive use. Client may store Scores solely for its own use and furtherance of its original purpose for obtaining the Scores. Client 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: (i) to those employees of Client with a need to know and in the course of their employment; (ii) to those third party processing agents or other contractors of client who have executed an agreement that limits the use of the Scores by the third party on to the use permitted to Client and contains the prohibition set forth regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is a subject of the Score; (iv) to government regulatory agencies; or (v) as required by law.

9. Interpretation. This Agreement and the underlying Service Agreement shall be construed as one Agreement; however, if any conflict exists between the two Agreements, then the terms of this Addendum shall control.

**DATA ACCESS, INC. d/b/a DATA SCREENING  
("DS")**

By: \_\_\_\_\_  
Print Name & Title: \_\_\_\_\_

**CLIENT:** \_\_\_\_\_

By: \_\_\_\_\_  
Print Name & Title: \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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## Safeguarding PII Checklist

In this information age, we have to be aware of the potential of unauthorized attempts to obtain personal identifying information (“PII”) from any and all sources. The Federal Trade Commission emphasizes that companies like ours and our customers must be alert to this danger and take reasonable steps to safeguard PII. To meet our obligations, enclosed is a short questionnaire regarding your policies and procedures regarding the safeguarding of PII that we have provided to you. Information technology security is a complicated subject and our questionnaire is intended to address the features involved in an information security program that our customers should have in place. We encourage you to engage the appropriate experts to advise you in regard to creating and implementing a comprehensive information security program. We are not experts in this area, and we are not in the business of creating and monitoring such policies and systems, but we need some assurance from you that a reasonable level of protection is in place.

Dishonest people cannot only hack computer systems, but obtain PII left in trash bins, on desks, view PII when left on a monitor screen, etc. Every employee must be sensitive to these issues. If the PII was yours, you would want it protected.

In addition to the attached questionnaire, you will be requested to update us each year and immediately if you have a security breach. We will provide to you the form for the annual review. We believe that you will agree that the questionnaire contains common sense points regarding the protection of personal information.

If you have any questions, please contact: DataScreening at 800-247-2365. Thank you for your cooperation.

### Physical Security

	Yes	No	N/A
1. Are your facilities where PII is kept locked or guarded after hours to prevent unauthorized access?	___	___	
2. Is PII, if downloaded to hardcopy, stored in dedicated or personnel files separate from other business records?	___	___	___
3. Is PII, if downloaded to hardcopy, stored in locked cabinets, closets, etc. after normal business hours?	___	___	___
4. Is PII, if downloaded to hardcopy, left at places where unauthorized parties may view it?	___	___	___
5. Is your facility protected by a security system or guards?	___	___	
6. If you have a security system, is it monitored by a control center or police department?	___	___	___
7. Do you keep track of keys and/or codes necessary to enter your office where PII is kept?	___	___	
8. Do any employees have access to PII at home or remote locations.	___	___	

If so, what steps taken to keep the PII secure at such places: \_\_\_\_\_

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**Personnel**

	Yes	No
1. Do you perform a background check on your employees who will have access to PII to discover criminal records, and to verify employment and education?	___	___
2. When an employee, who had access to keys or codes to enter your office where PII is kept leaves, do you change your locks and/or codes?	___	___
3. Do you train your employees on maintaining the security of PII and reports we supply to you? If so, how often? _____	___	___
4. Is access to PII restricted to those employees who need the information?	___	___

**Contractors**

	Yes	No
1. Do you contract with third parties to maintain your information system?	___	___
2. If yes, have you satisfied yourself that the contractor has policies and procedures in place to protect PII from unauthorized access that is in your system?	___	___
3. If yes, to No. 1, are the employees of the contractor who will have access to PII screened for criminal records?	___	___

**Electronic Security**

	Yes	No
1. Does your computer system require the use of passwords to access PII.	___	___
2. Does your password require a combination of letters, numbers and/or symbols?	___	___
3. Does your system require periodic changes in passwords?	___	___
4. Do you allow employees to share passwords?	___	___

5. Are passwords of former employees who had access to PII promptly deleted as they leave employment? \_\_\_\_\_

1. Do you maintain firewall protection to preclude unauthorized access by third parties? \_\_\_\_\_

2. Do you upgrade and install security patches when notified and as needed? \_\_\_\_\_

3. Do you maintain antivirus software to protect from malicious software attacks? \_\_\_\_\_

4. Is your computer system monitored to determine that it is working properly. \_\_\_\_\_

**Security Integrity**

Yes No

1. Have you had any security breaches, i.e., unauthorized access by those within or without your company? \_\_\_\_\_

2. If yes, what steps have you taken to prevent future security breaches? \_\_\_\_\_

Explain: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned has knowledge of the above information and attests that it is correct to the best of his/her knowledge.

Attested To By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Typed or printed name)

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

# DataScreening

## Customer Application

999 McBride Avenue, Suite C205  
Woodland Park, NJ 07424  
Phone (800) 247-2365  
Fax (973) 440-1777

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: \_\_\_\_\_

I \_\_\_\_\_ authorize our creditors to release information to DataScreening.  
(Must be signed by signer on Checking Account)

**Credit reports may be pulled for specific permissible purposes 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: \_\_\_\_\_

**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 at time of order.

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

(Must be signed by signer on Checking Account)

\* Required fields even if paying by credit card