



We get it right. You get it fast.

Consumer Report User Agreement

Please return completed Agreement to AccuSearch

CLIENT INFORMATION (Address must be the physical location of the company)

Business Name: _____
Business Type: Corporation Partnership LLP LLC Sole Proprietor Government

Physical Address: _____
(number and street) (city) (state) (zip)

Primary Contact: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Billing Contact: _____ Title: _____

Phone: _____ Fax: _____ Email: _____

Verification of Business:

AccuSearch, Inc. is required by law and by contract to investigate potential clients to ensure that they are proper entities fully authorized to request and receive confidential consumer data. Our investigation begins with you supplying us information and materials that help verify your qualifications.

- Nature of company's business: _____
- Years in business: _____ DUNS Number (if known): _____ Number of employees: _____
- Type of building you occupy: Commercial Industrial Residential Other (specify) _____
- Website address: _____
- Please specify how you intend to use the information to be provided by AccuSearch, Inc.
 Employment Purposes Tenant Screening Purposes Other (specify) _____
- Please provide copies of the following documents (check all provided): Business License Sales Tax License Articles of Incorporation
- Please identify two principals (owners) of the business, if privately owned, or indicate the stock symbol and exchange if publicly traded:

Name	Title	Phone
_____	_____	_____
_____	_____	_____
OR Stock Symbol and Exchange	_____	_____

REFERENCES

Bank/Credit References:

Name: _____ Address: _____ Phone: _____

Name: _____ Address: _____ Phone: _____

Trade References:

Name: _____ Address: _____ Phone: _____

Name: _____ Address: _____ Phone: _____

BILLING

Billing Information: Federal Tax I.D. Number _____ OR SS# _____ (if applicable)

Please select one of the following:

- Invoiced Account - Payment due upon receipt
 Credit Card Account - Bill all charges to this credit card: Visa MasterCard American Express Discover

_____ Credit Card Number Exp. Date (MM/YY) card security code

_____ Cardholder's Name as it appears on card Cardholder's Address

User certifies that he/she has read and agrees to "Terms and Conditions – Consumer Report User Agreement".

X _____
End User's Authorized Signature Title Date

_____ AccuSearch, Inc. Authorized Signature Title Date



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Terms and Conditions - Consumer Report User Agreement

This agreement by and between AccuSearch, Inc (“ASI”), an Arizona corporation whose mailing address is 2338 W. Royal Palm Rd., Suite J, Phoenix, AZ 85021 and _____ (its employees, affiliates, subsidiaries and contractors authorized to conduct background screening, collectively “End User”), whose mailing address is _____ is effective on _____ (“Effective Date”).

ASI and End User agree as follows:

1. **SERVICES:** ASI, a consumer reporting agency, collects information from public sources. ASI compiles this information, which it does not interpret, alter or amend, into consumer reports and investigative consumer reports (“Screening Reports”) as defined by the Fair Credit Reporting Act (“FCRA”). Subject to the terms and conditions of this Agreement, ASI agrees to furnish End User with Screening Reports for the purpose of screening prospective and/or current employees, volunteers and/or tenants (“Subject(s)”).
2. **PERFORMANCE:** ASI agrees to:
 - a. follow reasonable quality assurance procedures and otherwise make reasonable efforts in accordance with industry standards to include accurate, current and complete information in Screening Reports provided to End User;
 - b. re-verify at no cost any disputed report when either the End User or the Subject makes a request in accordance with applicable law;
 - c. maintain consumer report information and transaction details for a minimum of three (3) years;
 - d. upon written request by Subject, inform Subject of the substance of the report and information contained in the Screening Report provided to End User; and
 - e. reasonably maintain confidentiality of its and End User’s data.
3. **PAYMENT:** End User agrees to pay for services rendered based on a statement listing orders by Subject name and related charges. Terms are DUE UPON RECEIPT. Balances remaining unpaid after 30 days will be charged 1.5% interest compounded monthly. If an account goes to collection, End User agrees to pay all expenses, including reasonable legal fees.
4. **LIMITATIONS-COMPLIANCE:** End User agrees to:
 - a. use the services of, and the Screening Reports provided by, ASI solely for the legitimate business purpose indicated on page 1 of this agreement and in strict compliance with all applicable federal, state and local laws, including, without limitation, equal employment opportunity laws and regulations, the FCRA, the Americans with Disabilities Act (ADA 1990), and the Driver’s Privacy Protection Act (“DPPA”);
 - b. review the FCRA as amended by FACTA, and comply with all legal obligations as outlined in said act, the text of which can be found at: <http://www.ftc.gov/os/statutes/031224fcra.pdf> and the End User obligations of which can be found at: <http://www.ftc.gov/os/statutes/2user.html>;
 - c. make a clear and conspicuous disclosure to the Subject, in writing and in a standalone document, that a consumer report and/or investigative consumer report may be obtained for the authorized purpose specified, as required by law;
 - d. obtain the proper authorization from the Subject prior to requesting a Screening Report and to maintain records of consent, as required by law;
 - e. if an adverse decision is expected to be made due to information provided by ASI, provide proper notice to the Subject, a copy of the report obtained, and a copy of the document “A Summary of Your Rights”, as required by law; and
 - f. if an adverse decision is made due to information provided by ASI, provide proper notice to the Subject, a description of the Subject’s right to obtain a free report and to dispute any inaccuracies, contact information for the reporting agency, a statement that the agency did not make the adverse decision and notice of the Subject’s rights to receive a free copy of the Screening Report and to dispute its accuracy or completeness, as required by law.
5. **LIMITATIONS-DISCLOSURE:** End User agrees to:
 - a. accept responsibility for safeguarding the unique client I.D. issued to the End User’s primary contact listed on page 1 of this agreement, as well as user passwords;

- b. ensure that Screening Reports are requested only by End User’s designated representative(s) and forbid employees from obtaining reports on themselves, associates or any other person except in the exercise of official duties; and
- c. use the information provided by ASI on an exclusive basis, maintaining its confidentiality and disclosing same only to the Subject and to persons whose duties relate to the legitimate business purpose for which the information is intended.
6. **WARRANTY:** ASI warrants that its collection and use of information is in accordance with all applicable laws and regulations.
7. **DISCLAIMER:** ASI’s does not guarantee or insure the accuracy, completeness or currentness of information provided in its Screening Reports.
8. **LIMITATION OF LIABILITY:** ASI shall exercise reasonable effort to provide End User with complete, accurate and current information. ASI’s liability for any damages resulting from the preparation and transmission of Screening Reports, from a breach by ASI of its obligations under this Agreement and/or for any other conduct of ASI shall be limited to a refund of the fees actually received by ASI under this Agreement. ASI shall not be liable to End User for any costs, expenses or damages whatsoever, except as expressly agreed to in this Paragraph.
9. **INDEMNIFICATION:**
 - a. End User shall indemnify, defend and hold ASI harmless from and against any and all claims, demands, costs, expenses, damages and liabilities of any kind or nature whatsoever, including, without limitation, reasonable attorney’s fees incurred by ASI, caused by End User’s breach of the terms of the Agreement or failure to comply with its obligations under the FCRA or other laws applicable to the procurement or use of Screening Reports.
 - b. ASI shall indemnify, defend and hold End User harmless from and against any and all claims, demands, costs, expenses, damages and liabilities of any kind or nature whatsoever, including but not limited to reasonable attorney’s fees incurred by End User, caused by the gross negligence or intentional misconduct of ASI in preparing and transmitting Screening Reports.
10. **TERM AND TERMINATION:**
 - a. The term of this Agreement shall begin on the Effective Date and will continue for one year from the Effective Date unless earlier terminated, renewed or extended in accordance with the terms of this Agreement. This Agreement will renew automatically for successive one (1) year periods unless either party gives written notice to the other party of its intent not to renew with no fewer than thirty (30) days’ prior notice.
 - b. Either party may terminate this Agreement without cause by providing ninety (90) days’ prior written notice, or terminate with cause, as defined as a material breach of this Agreement, with thirty (30) days’ prior written notice.
11. **GOVERNING LAW:** This agreement shall be construed in accordance with the laws of the state of Arizona.
12. **ARBITRATION:** The parties agree that any claim arising out of or relating to this Agreement shall be settled by submitting the dispute to private, final and binding arbitration in Phoenix, Arizona.
13. **FACSIMILES:** The parties agree that a facsimile of this agreement is as valid as the original.
14. **HEADINGS:** Paragraph headings are for convenience only and are not intended to affect the meaning of any provision.
15. **PERIODIC MODIFICATIONS:** In order to remain in compliance with laws and regulations governing consumer reporting agencies, ASI may make modifications to this agreement from time to time. These modifications may be distributed to End User and End User’s use of ASI’s services after the distribution date of such communication will be construed as agreement and implied consent to these modifications.

Please complete and initial/sign ALL pages.

Initials: _____



Addendum to Consumer Report User Agreement (for Tenant Screening Clients)

If your business involves the rental of housing units that you own or manage, and you want to access consumer credit histories or eviction record data, you must provide additional information.

AccuSearch, Inc. is required by law and by contract to investigate potential clients to ensure that they are proper entities fully authorized to request and receive confidential consumer data. Our investigation begins with you supplying us materials that help establish and verify your qualifications.

Please fax, email or mail to AccuSearch copies of the items listed below (as many as applicable and available), together with a completed "Consumer Report User Agreement". (References to "business" can mean "individual" for individual property owners.)

1. Either a voided, blank, imprinted business check or deposit slip and the first page of a banking statement for that account showing the business name and address, the account number and the logo of the bank.
2. Any business license or permit you have concerning your rental properties.
3. The page from a telephone directory on which your business telephone number is listed (please specify the directory name and page number) and a copy of the first page of a telephone bill showing your name, telephone number, address, and the telephone company's logo.
4. Two completed rental applications (not leases or rental agreements) for current, previous or prospective tenants.
5. An advertisement, brochure or letterhead stationery for your company and a business card.
6. Any other official document such as a tax bill or deed that evidences your ownership of the rental property.

COMPANY INFORMATION:

Company Name: _____

Signature: _____

Printed Name: _____

Date: _____