

### Agreement for Services

The undersigned client hereby agrees to contract with LandlordSolutions for assistance in tenant screening and agrees to fully accept the following terms and conditions:

#### PROVISION OF CONSUMER REPORTS AND CONSUMER INFORMATION

1. Client certifies that they have a “permissible purpose,” as defined by Section 604 of the Federal Fair Credit Reporting Act (15 USC 1681b) and the Washington Fair Credit Reporting Act (RCW 19.182.020), for accessing consumer reports in connection with making a rental decision. Furthermore, the client certifies that they are the landlord or agent for the landlord and that they will be making the rental decision for each applicant that is screened. Client certifies that they are the end user of all consumer reports supplied by LandlordSolutions and that no report shall be sold to or shared with any other party.
2. Client certifies that it will request consumer reports ONLY for the permissible purpose certified above and will use the reports obtained for no other purpose.
3. 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.
4. Client certifies that all rental decisions and tenant placements shall be made using lawful policies and procedures and comply with ALL federal, state, and local laws and regulations. Client understands that LandlordSolutions’ employees are not allowed to render legal advice or opinions regarding information contained in a consumer report.
5. Client agrees to hold all consumer information and tenant screening documentation (including, but not limited to, copies or originals of tenant applications and completed tenant screening reports) in strict confidence and that no consumer information or documentation shall be disclosed or shared with any other party (including, but not limited to, the applicant), unless otherwise required by law (such as the consumer’s credit score being provided in an Adverse Action Notice).
6. Client agrees to implement controls as outlined below in the Access Security Requirements and to take all measures to maintain reasonable and appropriate administrative, technical, and physical security safeguards to insure the security and confidentiality of all personal and consumer information.
7. Client acknowledges that LandlordSolutions does not guarantee or insure the accuracy or the depth of information provided. Client recognizes that both public and non-public information is obtained and managed by fallible sources. Client assumes responsibility for the final verification of the applicant’s identity and agrees to provide LandlordSolutions with a complete and accurate LandlordSolutions, Inc. Tenant Screening Application.

### Rates and Account Terms

1. Client agrees to pay the following rates for the following service:

#### **Disparate Impact Best Protection Report Package - \$49.00 +WA State Sales Tax**

Tenant Credit Summary with score or Full Credit Report\*  
 SSN Trace & Address History Search  
 WA State Eviction Record Search  
 WA State Judgment and Garnishment Record Search  
 Rental References (past 7 years)  
 Employment Verification (current employer)  
 Washington State Written Rental Criteria Compliance  
 Washington State Adverse Action Compliance  
 National & WA State Criminal Records Search \*\*  
 National Sex Offender Search\*\*

*\*On-site inspection required to obtain Full Credit Report (Cost \$99.00)*

*\*\*Available upon request after review of completed report without criminal records*

*\*\*\*Additional products available for Licensed Property Management Companies*

*Verification Service Standard- No fewer than three (3) attempts over three (3) business days will be made to obtain information. Progress notes available by logging into on-line account. LandlordSolutions does not make any guarantee or promise to our ability to obtain information. Client will not receive any refund for unverified or incomplete verifications or references. Third party pay-per-use verifications will not be obtained.*

2. Rates listed above are for each applicant. Pursuant to RCW 59.18.257, landlords may only charge an applicant for the cost incurred to have them screened. Client agrees to comply with RCW 59.18.257 by notifying the applicant in writing of their rental criteria and what types of information will be accessed in connection to the tenant screening prior to accepting payment of screening fees.

3. Client agrees to pay the above rates for services as outlined above. Payment is due and owing at the time of ordering. Client authorizes LandlordSolutions to charge the credit card on file for the above service fees. At the sole discretion of LandlordSolutions, if the card cannot be charged at the time of order for any reason, either the service will not be rendered or the charges will be invoiced. If charges are invoiced, a Manual Billing Fee of \$5.00 will be added to the total. All invoices will be sent via email unless otherwise requested by the client in writing. If the client fails to pay the charges within fifteen (15) days from the "invoice date" a late fee of ten percent (10%) may be charged. A \$35.00 Declined Credit Card Fee will be charged if the credit card is declined. A \$35.00 NSF Check 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 percent (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.
4. By signing this agreement Client certifies the following statement: 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 thirty (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.

### Access Security Requirements

The following measures are designed to reduce unauthorized access of consumer report information. Client agrees to implement these controls and take full responsibility for maintaining the controls. If the client does not understand these requirements or needs assistance, it is the client's responsibility to employ an outside provider to assist them. LandlordSolutions reserves the right to make changes to Access Security Requirements without notification. The information provided herewith provides minimum baselines for information security. In accessing LandlordSolutions' services, Client agrees to strictly follow these requirements.

1. Client agrees and understands that providing a written rental criteria to each applicant is required under Washington State law. Any applicant who is utilizing a paper application as opposed to applying online must be provided a copy of the written rental criteria.
2. Protect your username and password. Unauthorized persons should never have knowledge of your password. Do not post the information in any manner within your office or facility. If an authorized user leaves your employ or no longer needs to have access due to a change in duties, the user will be deleted and any shared passwords will be changed so that they are prohibited from accessing the system.
3. Do not discuss your username 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 name and password with co-workers, friends, or family. Do not share your username and password via email. Keep your password confidential.
4. Create strong passwords to protect your on-line transactions. Here are steps you can take to create a strong password:
  - a. Length- Make your passwords eight (8) or more characters.
  - b. Complexity- Include letters, punctuation, symbols, and numbers. The greater the variety of characters in your password, the better.
  - c. Variation- To keep strong passwords effective, change them often.
  - d. Variety- Don't use the same password for everything.
5. System access software, whether developed by your company or purchased from a third party vendor, must have your LandlordSolutions username and password "hidden" or embedded and be known only by supervisory personnel. Assign each user of your system access software a unique password.
6. Configure computer workstations to time out after 15 minutes of inactivity with a password protected screen-saver. Place all computer workstations used to obtain consumer report information in a secure location within your facility where unauthorized persons cannot access them. 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 office or facility and access to computer systems.

7. Maintain current anti-spyware software on each computer workstation used to access consumer report information and ensure the software is updated on a regular schedule.
8. Secure hard copy files of consumer information and reports to prevent unauthorized access.
9. Shred or destroy all hard copy consumer report information when no longer needed and erase or scramble electronic copies.
10. Do not send sensitive data through email.
11. In the event of a compromised system, notify LandlordSolutions immediately and take necessary steps to ensure no other consumer reports are accessed using the compromised system.
12. Make employees aware that your company can access consumer report information only for permissible purposes. Your employees may not access their own report or the reports of family members or friends without having the same certified "permissible purpose" as agreed to above.
13. Record Retention- The Federal Equal Opportunities Act states that a creditor must preserve all written or recorded information connected with an application for twenty-five (25) months. In keeping with the ECOA, the LandlordSolutions requires that you retain the credit application and, if applicable, a purchase agreement for a period of not less than five years. When conducting an investigation, particularly following a breach or a consumer complaint that your company impermissibly accessed their credit report, the LandlordSolutions 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."
14. You shall not resell or share any consumer reports or consumer report information with any third party. Your access may be terminated at any time without notice if found to be in non-compliance with this agreement.

### Consumer Credit Reports

The FCRA and the Gramm-Leach Bliley Act, along with the three national credit bureaus, have established rules for landlords who wish to receive a copy of their applicant's full consumer credit report. To comply with these requirements LandlordSolutions is required to obtain supplementary information and perform a physical on-site inspection of the client's home or commercial office. There is a \$99.00 inspection fee for the required physical on-site inspection which will be charged to the client's credit card on file. Inspection fees are non-refundable and subject to change without notice. For more information about the on-site inspection, please review Requirements for Obtaining a full Credit Report.

#### Credit Summary

Credit Summaries are available when clients choose not to receive full credit reports. The Credit Summary will contain a summary of credit and financial information. The summary will include:

1. Income to Rent Ratio.
2. Income to Debt Ratio.
3. Income to Debt including Rent Ratio.
4. Credit Score.
5. Number of Delinquent Accounts.
6. Number of current Collections and Charge Off Accounts.
7. Number of Bankruptcy Records filed within the past ten (10) years.

The Credit Summary automatically ignores medical and student loan tradelines.

*A \$7.00 administrative fee will be charged for each paper application which is submitted to LandlordSolutions for staff to manually input. You may avoid this fee by logging into your screening account and using the order option to input the application or by sending the applicant a link in which they can use to complete the application online. Applicants who use the link to complete their applications online will also pay the screening fees direct.*

## Contact and Billing Information

I am a:  Private Landlord  Licensed Property Manager/Company  Real Estate Agent

\_\_\_\_\_  
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 rent monitoring service? Yes No

Are you interested in Full Credit Reports Yes No -or- Web-Based Application and Applicant Tracking Yes No

\_\_\_\_\_  
Visa M/C Discover AMEX

\_\_\_\_\_  
Credit Card Number Exp. Date

## Additional Authorized Users

\_\_\_\_\_  
Name Title/Relationship Email Phone

\_\_\_\_\_  
Name Title/Relationship Email Phone

By signing below, I certify that I have a "permissible purpose" for accessing consumer reports. I agree to comply with the terms and conditions outlined above and with the Agreement for Services in its entirety. Furthermore, I agree to release LandlordSolutions, Inc. and its subsidiaries from any litigation, damages, and liabilities arising from supplying consumer report information to myself, my company, or any authorized agents. I understand that LandlordSolutions, Inc. reserves the right to make changes to or terminate this agreement at any time.

I agree and understand that if I collect a fee for screening from the applicant, I am required to provide a written rental criteria to each applicant under Washington State law. Any applicant who is utilizing a paper application as opposed to applying online via the link provided must be given a copy of the written rental criteria.

I agree and understand that under HUD Disparate Impact Guidelines, I may not have a blanket policy with regard to criminal convictions. Criminal records must be reviewed on a case by case basis considering the nature and severity of the criminal conviction and the amount of time that has passed since the criminal activity.

I agree and understand that any applicant whom Adverse Action is taken against, including but not limited to denial of tenancy or increased deposit required for approval of tenancy, must be provided with a completed copy of the WA State Adverse Action form.

**For City of Seattle Properties:** I agree and understand that under Seattle's Fair Chance Ordinance, SMC 14.09, landlords are prohibited from requiring disclosure, asking about, rejecting an applicant, or taking an adverse action based on any arrest record, conviction record, or criminal history, except for registry information as described in subsection 14.09.025.A.3, 14.09.025.A.4, and 14.09.025A.5, and subject to the exclusions and legal requirements in Section 14.09.115.

\_\_\_\_\_  
Print Name Title

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