

CALL ELEANORE
S C R E E N I N G S E R V I C E S

1414 S 324th St, Suite B209-336
Federal Way, WA 98003
Phone: 253-333-1484 / 1-800-945-4168
Fax: 253-288-0871 / 1-800-945-4178
www.calleleanore.com

Membership Agreement

This Membership Agreement is between Call Eleanore Screening Services and the below named Member/Subscriber.

1. Services Offered/Requested

Call Eleanore Screening Services is an agency, which specializes in tenant screening information. Member/Subscriber agrees that information requested and obtained from Call Eleanore Screening Services shall be used for the purpose of evaluating credit and character information with regard to tenant screening and/or for pre-employment screening purposes and for no other purpose.

2. Compliances

The federal Fair Credit Reporting Act (15 U.S.C. 1981 et.seq) and other applicable state laws restrict the purpose which and under what condition any person may obtain credit reports or other consumer information from a credit reporting agency. As defined in Section 619 of the Fair Credit reporting act. “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 United States Code, imprisoned for not more that two years, or both.

California Law Certification. Qualified Subscriber will refer to Exhibit 1-A in making the following certification, and Qualified Subscriber agrees to comply with all applicable provisions of the California Credit Reporting Agencies Act. (PLEASE CHECK (“X”) THE APPROPRIATE LINE BELOW)

Qualified Subscriber certifies that it _____ IS or _____ IS NOT a “retail seller,” as defined in Section 1802.3 of the California Civil Code and _____ DOES or _____ DOES NOT issue credit to consumers who appear in person on the basis of an application for credit submitted in person.

Vermont Certification. Qualified Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Qualified Subscriber certifies that it will order information services relating to Vermont residents that are credit reports as defined by the Vermont Fair Credit Reporting Act (“VFCRA”), only after Qualified Subscriber has received prior consumer consent in accordance with VFCRA Section 2480e and applicable Vermont Rules. Qualified Subscriber further certifies that the attached copy of Section 2480e (Exhibit 1-B) of the Vermont Fair Credit Reporting Statute was received from Equifax

3. Release of Information

Prior to requesting credit information from Call Eleanore Screening Services. Member/Subscriber will obtain a credit and information release which has been signed by the applicant. If Member/Subscriber submits a verbal application to Call Eleanore Screening Services, Member/Subscriber agree to either retain the signature release (signed application) in their files or provide the release to Call Eleanore Screening Services for storage. Member/Subscriber agrees to retain consumer documents for a period of five years. Member/Subscriber agrees

to comply with any periodic audits which may be initiated by Call Eleanore Screening Services to insure compliance to this process.

4. Disclosure/Storage of Report Data

Member/Subscriber agrees the screening report obtained from Call Eleanore Screening Services will not be duplicated and/or disclosed to the prospective applicant. No report information will be disclosed to any third party unless affiliated with Member/Subscriber in its official duties. Member/Subscriber agrees to keep report information confidential and under secure storage. Should a rental application be denied in whole or in part on the basis of credit, the member agrees to furnish the applicant with the phone number of the credit bureau for clarification.

5. Information Accuracy

Call Eleanore Screening Services makes every effort possible to make use of all available sources, including but not limited to State and National Credit Bureaus, government agencies, selected public records and such other sources that are deemed reliable. However Call Eleanore Screening Services can not and will not guarantee the correctness or the completeness of such information obtained from third party sources.

6. Indemnification

The Member/Subscriber agrees to indemnify Call Eleanore Screening Services for any liability or expense regarding information gathered or the omission of information from third party sources. Member/Subscriber also agrees to indemnify and hold Call Eleanore Screening Services and Equifax Information Services harmless for failure to obtain written authorization before initiating a credit investigation and to further indemnify and hold Call Eleanore Screening Services and Equifax Information Services harmless of any and all claims arising out of the improper use, disclosure or storage of information obtained by and from Call Eleanore Screening Services resulting from breach by the Member/Subscriber. In any event, Call Eleanore Screening Services, Equifax Information Services, its officers, employees, and agents and/or suppliers shall not be held liable to Member/Subscriber and/or its agents, any prospective applicant or any third person for any consequential damages, no matter however arising.

7. Billing and Payment

Member/Subscriber agrees to pay Call Eleanore Screening Services within 30 days of billing. A service charge of 1.5% per month will apply on invoices over 30 days past due. Accounts 60 days past due are subject to credit hold and/or collection action. Conditions and pricing contained in the Call Eleanore Price List are subject to change upon written notice from Call Eleanore Screening Services.

8. Recommendation/Decisions

Call Eleanore Screening Services does not recommend or make any rental, employment, or character decisions. Final decision is left to Member/Subscriber and/or its agents.

Membership may be canceled at any time by either the Member/Subscriber or Call Eleanore Screening Services.

(Date)

(Signature of Authorized Representative/Member/Subscriber)

Please complete the following account information:

Business or Individual Account Name _____

Contact Name _____ Title _____

Current Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____ Email _____

Describe your type of business and your purpose for accessing consumer credit information.

Billing Contact _____ Title _____

Billing Address (if different than above) _____

City _____ State _____ Zip _____

Phone _____ Fax _____ Email _____

List names of all authorized users for this membership (please list first and last names) _____

Please provide a list of your rental property contacts/addresses. If you need additional space, please attach a separated sheet.

1. Property Name (if applicable) _____
Address _____
City _____ State _____ Zip _____
Manager Name _____ # of Units _____
Phone _____ Fax _____ Email _____

2. Property Name (if applicable) _____
Address _____
City _____ State _____ Zip _____
Manager Name _____ # of Units _____
Phone _____ Fax _____ Email _____

3. Property Name (if applicable) _____
Address _____
City _____ State _____ Zip _____
Manager Name _____ # of Units _____
Phone _____ Fax _____ Email _____

What type of report will you most likely be requesting?
 Full Report Quick Report Credit Report Only Public Records Search Only

How did you hear about Call Eleanore Screening Services? _____

Thank you!
Please return all pages of this Membership Agreement to Call Eleanore Screening Services.

EXHIBIT 1-A to CRA Qualified Subscriber Terms and Conditions
State Compliance Matters
California Retail Seller

Provisions of the California Consumer Credit Reporting Agencies Act, as amended effective July 1, 1998, will impact the provision of consumer reports to Qualified Subscriber under the following circumstances: (a) if Qualified Subscriber is a "retail seller" (defined in part by California law as "a person engaged in the business of selling goods or services to retail buyers") and is selling to a "retail buyer" (defined as "a person who buys goods or obtains services from a retail seller in a retail installment sale and not principally for the purpose of resale") and a consumer about whom Qualified Subscriber is inquiring is applying, (b) in person, and (c) for credit. Under the foregoing circumstances, Equifax, before delivering a consumer report to Qualified Subscriber, must match at least three (3) items of a consumer's identification within the file maintained by Equifax with the information provided to Equifax by Qualified Subscriber in connection with the in-person credit transaction. Compliance with this law further includes Qualified Subscriber's inspection of the photo identification of each consumer who applies for in person credit, mailing extensions of credit to consumers responding to a mail solicitation at specified addresses, taking special actions regarding a consumer's presentment of a police report regarding fraud, and acknowledging consumer demands for reinvestigation within certain time frames.

If Qualified Subscriber designated in Section 8 of the Agreement that it is a "retail seller," Qualified Subscriber certifies that it will instruct its employees to inspect a photo identification of the consumer at the time an application is submitted in person. If Qualified Subscriber is not currently, but subsequently becomes a "retail seller," Qualified Subscriber agrees to provide written notice to Equifax prior to ordering credit reports in connection with an in-person credit transaction, and agrees to comply with the requirements of the California law as outlined in this Exhibit, and with the specific certifications set forth herein.

Qualified Subscriber certifies that, as a "retail seller," it will either (a) acquire a new Qualified Subscriber number for use in processing consumer report inquiries that result from in-person credit applications covered by California law, with the understanding that all inquiries using this new Qualified Subscriber number will require that Qualified Subscriber supply at least three items of identifying information from the applicant; or (b) contact Qualified Subscriber's Equifax sales representative to ensure that Qualified Subscriber's existing number is properly coded for these transactions.

**EXHIBIT 1-B to CRA Qualified Subscriber Terms and Conditions
Vermont Fair Credit Reporting Contract Certification**

The undersigned, _____ (“Qualified Subscriber”), acknowledges that it subscribes to receive various information services in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the “VFCRA”) and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the “VFCRA”) and its other state law counterparts. In connection with Qualified Subscriber's continued use of Equifax information services in relation to Vermont consumers, Qualified Subscriber hereby certifies as follows:

Vermont Certification. Qualified Subscriber certifies that it will comply with applicable provisions under Vermont law. In particular, Qualified Subscriber certifies that it will order information services relating to Vermont residents, that are credit reports as defined by the VFCRA, only after Qualified Subscriber has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Qualified Subscriber further certifies that the attached copy of § 2480e of the Vermont Fair Credit Reporting Statute was received from Equifax.

Qualified Subscriber: _____
(please print)

Signed By: _____

Printed Name: _____

Title: _____

Date: _____

Please also include the following information:

Compliance Officer or Person Responsible for Credit Reporting Compliance

Printed Name: _____

Title: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Attachment to EXHIBIT 1-B

Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)

§ 2480e. Consumer Consent

- (a) A person shall not obtain the credit report of a consumer unless:
 - (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
 - (2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.
- (b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.
- (c) Nothing in this section shall be construed to affect:
 - (1) The ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
 - (2) The use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES * CURRENT THROUGH JUNE 1999 *****
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION
CHAPTER 012. Consumer Fraud--Fair Credit Reporting
RULE CF 112 FAIR CREDIT REPORTING
CVR 06-031-012, CF 112.03 (1999)
CF 112.03 CONSUMER CONSENT

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit.

If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the Client is required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.