

# AAA Consumer Report User Agreement

**PLEASE FILL OUT AND FAX BACK TO (480)668-7425**

AAA Tenant Screening Consumer Report User Agreement

This agreement by and between AAA Tenant Screening, Inc. and \_\_\_\_\_ and/or its designated agent(s) shall consist of the following understandings and conditions:

SUBSCRIBER hereby certifies that the use of information provided (Consumer Report) will be in accordance with the Fair Credit Reporting Act, Public Law 91-508.

SUBSCRIBER agrees to abide by the provisions of the Fair Credit Reporting Act and understands that the information received from AAA shall be received as a "consumer report from a consumer reporting agency" within the meaning of the Act.

SUBSCRIBER further agrees that the information will be requested for the exclusive use only for tenant screening purposes or in connection with legitimate business needs as outlined in section 604 of the Fair Credit Reporting Act. Reports will be requested only by the SUBSCRIBER'S designated and authorized representatives. SUBSCRIBER shall prohibit its employees from obtaining any reports on themselves, associates or any other person except in the exercise of their official duties.

AAA agrees to use its best efforts to hold all requests of the SUBSCRIBER confidential and not to divulge the name of subscriber's employee or the content of the report(s) obtained for the SUBSCRIBER to anyone other than (a) AAA subscribers (b) persons to whom AAA is permitted by law to disclose such information, and (c) employees or agents of AAA who have a need to know same for the performance of AAA's obligations under this agreement.

AAA agrees not to discriminate against any applicant because of race, creed, color, age, sex, disability, or nationality. AAA shall at all times promptly execute and comply with all statutes, ordinances, rules, regulations, and requirements of the federal, state and local governments which are applicable to the performance of this contract.

If the application process is suspended or terminated because of information provided in the Consumer Report, SUBSCRIBER shall comply with the provisions of the Fair Credit Reporting Act as to disclosure.

AAA agrees to provide timely dissemination of the available information in a manner consistent with standard business practices.

AAA will maintain consumer report information for a minimum of two (2) years as required by the Fair Credit Reporting Act.

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AAA will provide the following services:

- A. Maintain a database of applicants in the local market, based on data provided by SUBSCRIBER
- B. Provide SUBSCRIBER with applicant information which may be contained in the database.
- C. Conduct local public record searches for criminal conviction information on applicants.
- D. Provide written documentation to SUBSCRIBER of information discovered.

SUBSCRIBER agrees that it will not request a Consumer Report for tenant screening unless:

- A. The consumer has authorized in writing the procurement of the report; and
- B. Information from the Consumer Report for Tenant Screening Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

SUBSCRIBER agrees to:

- A. Maintain a valid statement executed by the applicant on file, authorizing AAA to conduct the inquiries indicated herein, and releasing AAA and all parties and entities providing information from any and all liabilities resulting from such inquiries.
- B. Follow the prescribed disclosure procedures. If applicant is denied as a result of information contained in an AAA report, the applicant will be provided a copy of the report and "A Summary of Your Rights under the Fair Credit Reporting Act." AAA will provide all necessary documentation to SUBSCRIBER to provide to the applicant.

AAA shall use good faith in attempting to obtain information from sources deemed reliable, but does not guarantee the accuracy of information reported. In no event shall AAA be held liable in any manner whatsoever for any loss or injury to SUBSCRIBER resulting from obtaining or furnishing such information. Further SUBSCRIBER agrees to hold AAA harmless and indemnify it from any and all claims, losses and damages arising out of the alleged liability or failure of the SUBSCRIBER to keep and perform any of its obligations described herein.

The parties hereto agree that this instrument is the full and complete Agreement between them regarding the furnishing of the credit report, and additional public record information, and it is not to be altered, varied, or enlarged upon by any verbal promises, statements, or representations not expressed herein. This Agreement shall not be binding on either party until accepted by AAA. It is further agreed that with just cause, such as delinquency or violations of the terms of the contract or legal requirement, AAA may for good cause, in AAA's sole discretion discontinue serving the SUBSCRIBER and cancel this agreement immediately.

SUBSCRIBER is responsible for its employees, officers, associates, partners, agents, and anyone else who gains access to the Screening Consumer Report section with the password provided by AAA. SUBSCRIBER also understands that being responsible for access to AAA Consumer Reports means that SUBSCRIBER shall be responsible to pay for any amount which becomes due through the use of the password provided to SUBSCRIBER by AAA. SUBSCRIBER is also responsible for any employees or others who leave the employee of SUBSCRIBER who may take the password with them and use it without authority. SUBSCRIBER is the only source of protection of the AAA password. Therefore, SUBSCRIBER shall take all precautions to secure and protect the password. If at any time SUBSCRIBER learns there is any security concern regarding the password, SUBSCRIBER agrees to contact AAA Tenant Screening, Inc. to cancel the password and obtain a new password.

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## EXHIBIT A TO ADDENDUM TO RESELLER SERVICE AGREEMENT

### CLASSIC<sup>SM</sup> CREDIT RISK SCORE SERVICES

(Required Terms for Addendum to Subscriber Agreement  
for Consumer Reports between Reseller and its Customer)

1. Based on an agreement with Trans Union LLC ("Trans Union") and Fair Isaac Corporation ("Fair Isaac") ("Reseller Agreement"), Reseller has access to a unique and proprietary statistical credit scoring service jointly offered by Trans Union and Fair Isaac which evaluates certain information in the credit reports of individual consumers from Trans Union's data base ("Classic") and provides a score which rank orders consumers with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring (the "Classic Score").
2. Subscriber, from time to time, may desire to obtain Classic Scores from Trans Union via an on-line mode in connection with consumer credit reports.
3. Subscriber has previously represented and now, again represents that it is a \_\_\_\_\_ and has a permissible purpose for obtaining consumer reports, as defined by Section 604 of the Federal Fair Credit Reporting Act (15 USC 1681b) including, without limitation, all amendments thereto ("FCRA").
4. Subscriber certifies that it will request Classic Scores pursuant to procedures prescribed by Reseller from time to time only for the permissible purpose certified above, and will use the Classic Scores obtained for no other purpose.
5. Subscriber will maintain copies of all written authorizations for a minimum of three (3) years from the date of inquiry.
6. Subscriber agrees that it shall use each Classic Score only for a one-time use and only in accordance with its permissible purpose under the FCRA.
7. With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, Reseller may, upon its election, discontinue serving the Subscriber and cancel this Agreement, in whole or in part (e.g., the services provided under this Addendum only) immediately.
8. Subscriber recognizes that factors other than the Classic Score may be considered in making a credit decision. Such other factors include, but are not limited to, the credit report, the individual account history, and economic factors.
9. Trans Union and Fair Isaac shall be deemed third party beneficiaries under this Addendum.
10. Up to five score reason codes, or if applicable, exclusion reasons, are provided to Subscriber with Classic Scores. These score reason codes are designed to indicate the reasons why the individual did not have a higher Classic Score, and may be disclosed to consumers as the reasons for taking adverse action, as required by the Equal Credit Opportunity Act ("ECOA") and its implementing Regulation ("Reg. B"). However, the Classic Score itself is proprietary to Fair Isaac, may not be used as the reason for adverse action under Reg. B and, accordingly, shall not be disclosed to credit applicants or any other third party, except: (1) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes; or (2) as clearly required by law. Subscriber will not publicly disseminate any results of the validations or other reports derived from the Classic Scores without Fair Isaac and Trans Union's prior written consent

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11. In the event Subscriber intends to provide Classic Scores to any agent, Subscriber may do so provided, however, that Subscriber first enters into a written agreement with such agent that is consistent with Subscriber's obligations under this Agreement. Moreover, such agreement between Subscriber and such agent shall contain the following obligations and acknowledgments of the agent: (1) Such agent shall utilize the Classic Scores for the sole benefit of Subscriber and shall not utilize the Classic Scores for any other purpose including for such agent's own purposes or benefit; (2) That the Classic Score is proprietary to Fair Isaac and, accordingly, shall not be disclosed to the credit applicant or any third party without Trans Union and Fair Isaac's prior written consent except (a) to credit applicants in connection with approval/disapproval decisions in the context of bona fide credit extension transactions when accompanied with its corresponding score reason codes; or (b) as clearly required by law; (3) Such Agent shall not use the Classic Scores for model development, model validation, model benchmarking, reverse engineering, or model calibration; (4) Such agent shall not resell the Classic Scores; and (5) Such agent shall not use the Classic Scores to create or maintain a database for itself or otherwise.
12. Subscriber acknowledges that the Classic Scores provided under this Agreement which utilize an individual's consumer credit information will result in an inquiry being added to the consumer's credit file.
13. Subscriber shall be responsible for compliance with all applicable federal or state legislation, regulations and judicial actions, as now or as may become effective including, but not limited to, the FCRA, the ECOA, and Reg. B, to which it is subject.
14. The information including, without limitation, the consumer credit data, used in providing Classic Scores under this Agreement were obtained from sources considered to be reliable. However, due to the possibilities of errors inherent in the procurement and compilation of data involving a large number of individuals, neither the accuracy nor completeness of such information is guaranteed. Moreover, in no event shall Trans Union, Fair Isaac, nor their officers, employees, affiliated companies or bureaus, independent contractors or agents be liable to Subscriber for any claim, injury or damage suffered directly or indirectly by Subscriber as a result of the inaccuracy or incompleteness of such information used in providing Classic Scores under this Agreement and/or as a result of Subscriber's use of Classic Scores and/or any other information or serviced provided under this Agreement.
- 15.1 Fair Isaac, the developer of Classic, warrants that the scoring algorithms as delivered to Trans Union and used in the computation of the Classic Score ("Models") are empirically derived from Trans Union's credit data and are a demonstrably and statistically sound method of rank-ordering candidate records with respect to the relative likelihood that United States consumers will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring when applied to the population for which they were developed, and that no scoring algorithm used by Classic uses a "prohibited basis" as that term is defined in the Equal Credit Opportunity Act (ECOA) and Regulation B promulgated thereunder. Classic provides a statistical evaluation of certain information in Trans Union's files on a particular individual, and the Classic Score indicates the relative likelihood that the consumer will repay their existing or future credit obligations satisfactorily over the twenty four (24) month period following scoring relative to other individuals in Trans Union's database. The score may appear on a credit report for convenience only, but is not a part of the credit report nor does it add to the information in the report on which it is based.
- 15.2 THE WARRANTIES SET FORTH IN SECTION 15.1 ARE THE SOLE WARRANTIES MADE UNDER THIS ADDENDUM CONCERNING THE CLASSIC SCORES AND ANY OTHER DOCUMENTATION OR OTHER DELIVERABLES AND SERVICES PROVIDED UNDER THIS AGREEMENT; AND NEITHER FAIR ISAAC NOR TRANS UNION MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES CONCERNING THE PRODUCTS AND SERVICES TO BE PROVIDED UNDER THIS AGREEMENT OTHER THAN AS SET FORTH IN THIS ADDENDUM. THE WARRANTIES AND REMEDIES SET FORTH IN SECTION 15.1 ARE IN LIEU OF ALL OTHERS, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, WARRANTIES THAT MIGHT BE IMPLIED FROM A COURSE OF PERFORMANCE OR DEALING OR TRADE USAGE). THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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16. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCURRED BY THE OTHER PARTIES AND ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF GOOD WILL AND LOST PROFITS OR REVENUE, WHETHER OR NOT SUCH LOSS OR DAMAGE IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
17. THE FOREGOING NOTWITHSTANDING, WITH RESPECT TO SUBSCRIBER, IN NO EVENT SHALL THE AFORESTATED LIMITATIONS OF LIABILITY, SET FORTH ABOVE IN SECTION 16, APPLY TO DAMAGES INCURRED BY TRANS UNION AND/OR FAIR ISAAC AS A RESULT OF: (A) GOVERNMENTAL, REGULATORY OR JUDICIAL ACTION(S) PERTAINING TO VIOLATIONS OF THE FCRA AND/OR OTHER LAWS, REGULATIONS AND/OR JUDICIAL ACTIONS TO THE EXTENT SUCH DAMAGES RESULT FROM SUBSCRIBER'S BREACH, DIRECTLY OR THROUGH SUBSCRIBER'S AGENT(S), OF ITS OBLIGATIONS UNDER THIS AGREEMENT.
18. ADDITIONALLY, NEITHER TRANS UNION NOR FAIR ISAAC SHALL BE LIABLE FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS ADDENDUM BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. IN NO EVENT SHALL TRANS UNION'S AND FAIR ISAAC'S AGGREGATE TOTAL LIABILITY, IF ANY, UNDER THIS AGREEMENT, EXCEED THE AGGREGATE AMOUNT PAID, UNDER THIS ADDENDUM, BY SUBSCRIBER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH CLAIM, OR TEN THOUSAND DOLLARS (\$10,000.00), WHICHEVER AMOUNT IS LESS.
19. This Addendum may be terminated automatically and without notice: (1) in the event of a breach of the provisions of this Addendum by Subscriber; (2) in the event the agreement(s) related to Classic between Trans Union, Fair Isaac and Reseller are terminated or expire; (3) in the event the requirements of any law, regulation or judicial action are not met, (4) as a result of changes in laws, regulations or regulatory or judicial action, that the requirements of any law, regulation or judicial action will not be met; and/or (5) the use of the Classic Service is the subject of litigation or threatened litigation by any governmental entity.
20. This Agreement may be terminated by the subscriber at any time by providing a 30 day termination notice. This Agreement shall be valid for one year from Subscribers signature.

Accepted for SUBSCRIBER:

Accepted for AAA:

\_\_\_\_\_  
SIGNATURE (SUBSCRIBER)

\_\_\_\_\_  
AUTHORIZED SIGNATURE (AAA)

\_\_\_\_\_  
PRINTED NAME/TITLE

\_\_\_\_\_  
PRINTED NAME/TITLE

\_\_\_\_\_  
PHONE NO.

\_\_\_\_\_  
PHONE NO

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

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## Bank and Trade References

Name (SUBSCRIBER): \_\_\_\_\_ Date: \_\_\_\_\_

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

Contact Phone Number: \_\_\_\_\_

Property Name: \_\_\_\_\_

Property Address(es): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Bank Information:

Bank Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

### References: **\*\*MUST FILL OUT COMPLETELY\*\***

1. Company Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Broker Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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## **NEW ACCOUNT ACTIVATION FORM** *PLEASE COMPLETE*

DATE \_\_\_\_\_

COMMUNITY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT PERSONS FULL NAME \_\_\_\_\_

COMMUNITY PHONE \_\_\_\_\_ FAX \_\_\_\_\_

COMMUNITY EMAIL \_\_\_\_\_

MANAGEMENT COMPANY \_\_\_\_\_

HOW DID YOU HEAR ABOUT US?

NUMBER OF UNITS \_\_\_\_\_

*Please complete the form down to this line*

-----  
*Please do not write below this line (for office use only)*

**USER NAME** \_\_\_\_\_ **PASSWORD** \_\_\_\_\_

IF MANAGEMENT COMPANY FAX TO SAM 480-558-1426 \_\_\_\_\_

IF SMALLER GIVE TO CELESTE \_\_\_\_\_

DATE TRAINED \_\_\_\_\_

PERSON TRAINED \_\_\_\_\_ BY \_\_\_\_\_

DATE OF FOLLOW UP CALL \_\_\_\_\_ BY \_\_\_\_\_

DATE OF PHYSICAL INSPECTION OF COMMUNITY \_\_\_\_\_ BY \_\_\_\_\_

COMMENTS:

DATE RETURNED TO FILE \_\_\_\_\_