



Service Agreement

This service agreement (“Agreement”) is entered into as of the date written below between Verify Tenant, and _____ (“Client”).

Client and Verify Tenant agree to the following terms:

1. Pricing: Set forth on the attached price list.
2. Client is familiar with the requirements of all applicable federal and state laws, including the Fair Credit Reporting Act (“FCRA”) and the Fair and Accurate Credit Transactions (“FACT”) Act, including without limitation the provisions set forth herein, and Client agrees to comply with all requirements of these laws in connection with ordering and using credit reports and related products and services (“credit reports”). Client agrees that it is solely responsible for this compliance. Client acknowledges that it has received and read the acknowledgement and access security requirements documents.
3. Client will order credit reports and related products and services for its exclusive use only, solely for permissible purposes as defined by federal and state law. Client certifies that it will be the end user of all credit reports and agrees that it will hold all information strictly confidential, and will not copy, sell or transfer any such information to any third party. Client agrees to implement appropriate procedures so that only employees with adequate training regarding the requirements of the FCRA, FACT Act and all applicable federal and state laws have access to the credit reports.
4. Client will obtain a signed authorization from each person on whom credit report is ordered (the “Subject”), prior to ordering a credit report on such Subject, and will maintain the authorization on file for audit and inspection. This requires Client to maintain a clear copy of photographic identification of each Subject along with the authorization for three years. During this period, Client will provide Verify Tenant with a copy of such authorization, or the original, as may be requested by Verify Tenant or its authorized representatives. Client agrees that Verify Tenant, upon reasonable notice, may conduct audits to ensure Client’s compliance with the FCRA, FACT Act and all applicable federal and state laws, and requirements of this Agreement, and Client agrees to provide reasonable cooperation with Verify Tenant in connection with such audits.
5. Client certifies that it has a permissible purpose for obtaining a credit report as follows:
 - () TENANT SCREENING: Client is a property management company and/or property owner and has a need for consumer credit information in connection with the evaluation of individuals as tenants.
 - () OTHER: Please indicate (1) your company’s business and (2) your intended use of credit reports and related products and services from Verify Tenant:

_____.
6. Client certifies that it will request credit reports only for the permissible purpose certified above, and will use the reports obtained for no other purpose.
7. Credit reports will be requested only by Client’s designated representatives. Employees and/or agents of Clients are forbidden to attempt to obtain or obtain reports on themselves, associates, or any other person except in the exercise of their official duties and in compliance with the law.
8. THE LAW 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 FEDERAL LAW OR IMPRISONED, OR BOTH.
9. Client’s account is delinquent if not paid in full within 30 days from the date of the invoice. Client is responsible for a finance charge of 10 percent per annum (or the highest rate allowable by law) on all delinquent amounts until paid.



10. Client shall pay to Verify Tenant reasonable attorneys' fees and costs incurred by Verify Tenant in collecting a delinquent account, or to otherwise enforce the terms of this agreement, including permissible purpose compliance, whether or not litigation is instituted. In the event of any litigation or other action involving this Agreement, the prevailing party shall be paid reasonable attorneys' fees and costs.

11. This Agreement contains the entire understanding and agreement between Verify Tenant and the Client and no other representations, covenants, undertakings or other prior or contemporaneous agreements, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind Verify Tenant or the Client. Verify Tenant and the Client acknowledge that they have not executed this agreement in reliance on any such promise, representation or warranty. This Agreement shall not be modified by any oral representation made before or after the execution of this agreement. All modifications must be in writing and signed by both Verify Tenant and the Client.

12. Client shall indemnify and hold harmless Verify Tenant, and each of its affiliated persons and entities, from and against any and all liability, losses, claims, damages, and expenses, including, but not limited to, attorneys' fees and court costs, arising from or in any way connected with any breach or claimed breach of the terms of this Agreement by Client or any third person, including any representation, warranty, covenant, or agreement herein including, without limitation, any improper publication or disclosure or other misuse of a credit report or information by Client or any third person or entity, including in violation of federal or state law.

13. This Agreement and the covenants and conditions contained herein shall apply to, be binding upon and transfer to the benefit of the administrators, executors, legal representatives, assignees, successors, agents and assigns of Verify Tenant and Client. This Agreement shall be governed by and construed in accordance with Florida law.

14. The pricing set forth in this Agreement (including the attached pricing list) is based on the pricing agreement for credit reports and/or related products and services presently in place between Verify Tenant and the credit repositories (the "Repositories"), and/or their authorized brokers/resellers. Accordingly, notwithstanding any other term in this agreement, Verify Tenant's provision of credit reports and/or related products and services to Client may be terminated immediately if the Repositories terminate Verify Tenant's ability to provide credit reporting services. In the event that the Repositories increase the price of credit reports and/or related products and services to Verify Tenant, Verify Tenant, at its option, may pass on the price increase to the Client, or terminate the provision of credit reports and/or related products and services to Client.

15. In the event that Client fails to pay any invoice when due, Client hereby grants to Verify Tenant and/or its affiliated agents or companies the right to receive direct payment for all amounts due directly from Client's checking or credit accounts. Client hereby grants Verify Tenant a power of attorney, coupled with an interest, such that Verify Tenant can instruct checking and credit accounts to pay invoices due.

16. Client agrees to each of the forgoing terms. By signing below, the following person declares and attests under the laws of the United States that the foregoing, and the information and documents provided with the application, are true and correct.

Name (Printed): _____

Position: _____

Signature: _____

Date: _____



BACKGROUND & CREDIT HISTORY

CONTACT SHEET

TYPE OF BUSINESS (CONDO ASSOCIATION, PROPERTY MANAGER, INDIVIDUAL LANDLORD): _____

NAME OF BUSINESS: _____

CONTACT NAME: _____

POSITION: _____

CONTACT PHONE #: _____

ADDITIONAL PERSONS AUTHORIZED TO ORDER:

E-MAIL (Where reports should be sent): _____

E-MAIL (Where invoices should be sent): _____

BILLING INFORMATION:

NAME ON INVOICE: _____

PHONE #: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

ROUTING # _____

ACCOUNT # _____

Payment is due 30 days after invoice is issued. If payment is not received within 45 days of the date on the invoice, client agrees to let Verify Tenant *electronically debit client's bank account or create and process a demand draft against client's bank account in the amount of the total past due any time after the 45th day from date on invoice. If you have any questions, you can contact Verify Tenant at 754.273.7273.*

Note: Billing Manager will send the client a confirmation e-mail of this authorization for payment.

Note: Reports may be requested via e-mail at order@verifytenant.com or fax 305.403.3920.

Client's signature

Date