



# Consumer Service Agreement

This agreement is hereby executed between Professional Screening Services and:

Business Name/ Client \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Contact Name \_\_\_\_\_ Date \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Website Address \_\_\_\_\_

Email Address \_\_\_\_\_

How would you like your results sent back? (Circle One)    Email    Fax    Web Posting    Mail

How did you hear about us?    Yellow Pages \_\_\_\_\_ Yellowpages.com \_\_\_\_\_ Mailing \_\_\_\_\_ Internet Search \_\_\_\_\_

Referral (Please provide the name of the person and/or company that you were referred by)

\_\_\_\_\_

The client, desiring to use P.S.S. services agrees that all reports will be submitted and received subject to the following conditions:

1. End user is a [insert type of business] \_\_\_\_\_ and has a permissible purpose for obtaining consumer reports in accordance with the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) including, without limitation, all amendments thereto ("FCRA"). The End User certifies it's permissible purpose as:
  - \_\_\_\_\_ In connection with a tenant screening application involving the consumer; or
  - \_\_\_\_\_ For a legitimate business need in connection with a business transaction that is initiated by the consumer
2. End User certifies that End User shall use the consumer reports: (a) solely for the Subscriber's certified use(s); and (b) solely for End User's exclusive one-time use. End User shall not request, obtain, or use consumer reports for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with End User's own data or otherwise in any service which is derived from the consumer reports. The consumer reports shall be requested by, and disclosed by End User only to End User's designated and authorized employees having a need to know and only to the extent necessary to enable End User to use the Consumer Reports in accordance with this Agreement. End User shall ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.
3. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
4. THE FCRA REPORTS 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 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.
5. End User shall use each Consumer report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that End User may, but is not required to disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, unless otherwise explicitly authorized in an agreement between Reseller and it's End User for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through Reseller, End User shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.

6. With just cause, such as violation of the terms of the End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affect the End User's agreement, Reseller may, upon its election, discontinue servicing the End User and cancel the agreement immediately.
7. End User will request Scores only for End User's exclusive use. End User may score Scores solely for End User's own use in furtherance of End User's original purposes for obtaining the Scores. End User shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person except (i) to those employees of End User with a need to know and in the course of their employment; (ii) to those third party processing agents of End User who have executed an agreement that limits the use of the Scores by the third party to the use permitted to End User and contains the prohibitions set forth herein regarding model development, model calibration and reverse engineering; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; or (iv) as required by law.
8. P.S.S. cannot be an insurer of the accuracy of the public records. The undersigned understands and agrees that the accuracy of any information furnished is not guaranteed by P.S.S. and the undersigned releases P.S.S. and P.S.S. affiliated companies, their officers agents and employees, from any and all liability including without limitation, liability or damage from any negligence in connection with the preparation of such reports and from any loss or expense suffered by the undersigned resulting directly or indirectly from P.S.S. reports or those P.S.S. affiliated companies.
9. In no event shall P.S.S. have any responsibility or liability to the Client whatsoever for any failure or delay in performance by P.S.S. which results from or is due to, directly or indirectly and in whole or part, any cause or circumstances beyond the reasonable control of P.S.S. Every effort to complete a successful search will be made. However, "No File Found" reports are billable.
10. Payment for all dues and services are to be received no later than 30days from the date listed on the invoice. If client defaults on payment, client guarantees and agrees to pay for all costs of collection, including reasonable attorney's fees. The client is responsible for any bank fees incurred due to returned checks. Additionally, the client understands that delinquent payments may be reported to the credit bureaus. Prices subject to change without notice.

Note

If an individual is turned down or denied credit due to information contained in any credit report provided by P.S.S., you must inform the individual that they may contact P.S.S. to dispute the information in the credit report.

I certify that I have read the terms and conditions and, that I understand the significance of same, and have voluntarily signed my name, and I have the authorization to make legal commitments for my company.

Company Name: \_\_\_\_\_

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

\_\_\_\_\_

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

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_



**Banking Information:**

Banking Institution: _____	City: _____
Type of Account: _____	Account Number: _____
Banking Institution: _____	City: _____
Type of Account: _____	Account Number: _____

**Business Credit References**

Please list two credit references below.

Company Name: _____	Telephone #: _____
Company Address: _____	Fax #: _____
Company Name: _____	Telephone #: _____
Company Address: _____	Fax #: _____

**This section must be filled out by 'Sole Proprietors' or 'Partnerships' (Please circle appropriate business type)**

Owner Name: _____
Residential Address: _____
Social Security #: _____
I certify that I am the person named above. I authorize Professional Screening Services to review my own personal credit profile to be used only in conjunction with this application for company membership. _____
Signature/Title
Owner Name: _____
Residential Address: _____
Social Security #: _____
I certify that I am the person named above. I authorize Professional Screening Services to review my own personal credit profile to be used only in conjunction with this application for company membership. _____
Signature/Title

**This section must be completed by Corporations**

Officer Name: _____	Title: _____
Officer Name: _____	Title: _____
Officer Name: _____	Title: _____

I certify that all the above statements are true and correct:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Title: \_\_\_\_\_



# Bank Verification Form

I give **Professional Screening Services, Inc** permission to request business checking account information on the above account as part of their membership due diligence process.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

Name of Bank \_\_\_\_\_

Bank Address \_\_\_\_\_

Bank Phone Number \_\_\_\_\_

Account Information:

Name as it appears on the account \_\_\_\_\_

Checking Account Number \_\_\_\_\_

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Bank Verification Information:

Date Account Opened \_\_\_\_\_

Customer's nature of business \_\_\_\_\_

Average daily balance \_\_\_\_\_

Verified by \_\_\_\_\_

Date \_\_\_\_\_



**Federal Fair Credit Reporting Act**  
*(FCRA-Public Law 91-508)*

**Although this amendment to the Consumer Credit Protection Act primarily regulates the operations of consumer reporting agencies, it also affects you, our subscriber. We have included a copy of the entire amendment with your membership kit, and we suggest that you and your employees become familiar with the following sections:**

- &604 Permissible Purpose of Reports
- &607 Obligations of Resellers
- &615 Requirements on Users of consumer Reports
- &619 Obtaining Information Under False Pretenses
- &623 Responsibilities of Furnishers & Obligations of Users of Consumer Reports

All (3) sections are of direct consequence to users who obtain reports on consumers.

PSS strongly endorses the letter and spirit of the Federal Fair Credit Reporting Act. We believe that this law and similar state laws recognize and preserve the delicate balance between the rights of the consumer and the legitimate needs of commerce.

In addition to the Federal Fair Credit Reporting Act, other federal and state laws addressing such topics as computer crime and unauthorized access to protected databases have also been enacted. As a prospective user of consumer reports, we recommend that you and your staff become fully familiar with all relevant federal statutes of the states in which you operate.

**Please confirm your receipt of this FCRA ACKNOWLEDGEMENT.**

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Company Name

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Typed or Printed Name and Title

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Authorized Signature

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Date

March 26, 2009

Professional Screening Services  
Nancy Williams  
6001 Brick Court  
Suite 117  
Winter Park, FL 32792

Re: Credentialing

Dear Nancy,

It is the intent of *[insert company name]* to obtain credit reports for *[select tenant OR pre-employment]* screening. The anticipated monthly volume of requests will be approximately: *[insert anticipated monthly volume]*. We anticipate regional access. For further information please feel free to contact me at the address listed below or at *[insert phone number]*.

Sincerely,

John Smith  
President  
ABC Company  
1 Industrial Lane  
Anytown, OH 12345

**THIS IS A SAMPLE LETTER OF INTENT.  
PLEASE CREATE THIS DOCUMENT, FILLING IN THE  
NECESSARY INFORMATION, AND PRINT ON YOUR COMPANY  
LETTERHEAD.**

**A copy of your company's business license is required.**

Please send us a photocopy of your business / occupational license to place to your file.