

Membership Application & Service Agreement

A consumer report, as defined in the Fair Credit Reporting Act (FCRA), is a report that consists of any written or oral communication of any information pertaining to a person's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living, if this information is used for the purpose of serving as a factor establishing a consumers eligibility. Therefore, I hereby certify to AmeriCheckUSA

I have received a copy of "Obligations of Users Under the FCRA" and "A Summary of the Consumer's Rights under the FCRA".

Consumer reports will be obtained for the sole purpose of determining prospective owner or tenant's eligibility and that I am in the business of real estate property management.

Before every consumer report is requested, the consumer has authorized in writing that they authorize the procurement of their consumer report by you.

I will not disclose consumer reports, in whole or in part, to any third party.

I will restrict the number of personnel who have access to consumer reports.

I will develop and follow a security plan to protect the confidentiality and integrity of consumer reports.

I will develop and follow procedures to ensure that consumer reports are protected throughout their entire information lifecycle (from email transformation, use, storage and secure destruction) regardless of the media used to store the data.

Before taking any adverse action based in whole or in part of a consumer report, the person intending to take such adverse action shall provide to the consumer to whom the report relates (1) a copy of the report; and (2) a copy of "A Summary of the Consumer's Rights under the FCRA".

I acknowledge my responsibilities under the Fair Credit Reporting Act.

I acknowledge my responsibilities for access security.

I certify that I am the end user and will not further sell the consumer reports.

Failure to comply with the FCRA can result in State or Federal enforcement actions, as well as private lawsuits. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution.

The customer further agrees to release AmeriCheckUSA, it's officers, and agents or employees from any claim or loss that may occur to the customer through consumer reports furnished. The customer agrees to indemnify, defend and hold AmeriCheckUSA harmless from any claims or lawsuits arising out of the information given.

Your Name: _____

Signature: _____

Credit Score Agreement

- (i) The End User’s warranty that it has a “permissible purpose” under the Fair Credit Reporting Act, as it may be amended from time to time, to obtain the information derived from the Experian/Fair, Isaac Model.
- (ii) The End User’s agreement to limit its use of the Scores and reason codes solely to use in its own business with no right to transfer or otherwise sell, license, sublicense or distribute said Scores or reason codes to third parties;
- (iii) A requirement that each End User maintain internal procedures to minimize the risk of unauthorized disclosure and agree that such Scores and reason codes will be held in strict confidence and disclosed only to those of its employees with a “need to know” and to no other person;
- (iv) Notwithstanding any contrary provision of this End User Agreement, End User may disclose the Scores provided to End User under this End User Agreement to credit applicants when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only.
- (v) A requirement that each End User comply with all applicable laws and regulations in using the Scores and reason codes purchased from Broker;
- (vi) A prohibition on the use by End User, its employees, agents or subcontractors, of the trademarks, service marks, logos, names, or any other proprietary designations, whether registered or unregistered, of Experian Information Solutions, Inc. or Fair, Isaac and Company, or the affiliates of either of them, or of any other party involved in the provision of the Experian/Fair, Isaac Model without such entity’s prior written consent;
- (vii) A prohibition on any attempts by End User, in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Experian/Fair, Isaac in performing the Experian/Fair, Isaac Model;
- (viii) A restatement of the warranty set forth in Section 2.C hereof in its entirety; and
- (ix) A provision limiting the aggregate liability of Experian/Fair, Isaac to each End User to the lesser of the Fees paid by Broker to Experian/Fair, Isaac pursuant to Section 3.A of this Agreement for the Experian/Fair, Isaac Model resold to the pertinent End User during the six (6) month period, and excluding any liability of the Experian/Fair, Isaac for incidental, indirect, special or consequential damages of any kind.

Your Name: _____

Signature: _____

Your Name _____

Company Name _____

Street Address _____

City, State, Zip _____

Main Company Telephone Number _____

Phone Number to be used by AmeriCheckUSA _____

Fax Number to be used by AmeriCheckUSA _____

Email Address to be used by AmeriCheckUSA _____

Consumer reports will be used for (please check all that apply)

- Employment Screening
- Tenant Screening
- Other _____

Describe your type of company _____

How many years has the company been at the current address _____

Your title _____

Please fax or email “BOTH” pages to:

AmeriCheckUSA
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Pembroke Pines, FL 33024
Tel# (954) 985-1700 Fax# (954) 985-1705
ClientServices@AmeriCheckUSA.com