

LPS INC. MEMBERSHIP REQUIREMENTS

- 1.) COMPLETE AND SIGN APPLICATION FOR MEMBERSHIP
 - 2.) COMPLETE, INITIALING WHERE NEEDED, AND SIGN SERVICE AGREEMENT.
 - 3.) INCLUDE A COPY OF YOUR DRIVERS LICENSE
 - 4.) YOU MUST ALSO INCLUDE ONE OF THE FOLLOWING:
 - 1.) A COPY OF YOUR TAX ASSESSORS BILL
 - 2.) A COPY OF YOUR CLOSING STATEMENT
 - 3.) A COPY OF YOUR WARRANTY DEED
- **THESE ARE THE ONLY ACCEPTABLE OPTIONS TO SHOW PROOF OF OWNERSHIP****
- 5.) PLEASE USE LPS RENTAL APPLICATION ONLY.
 - 6.) A CREDIT CARD RECEIPT FORM FILLED IN FOR PAYMENT. A **\$75.00 one time set up fee** will be charged during the first month of service, whether you use the service or not. This is to set up the account with the verification process for the FCRA compliance. Monthly billing will be charged to the credit card provided at the start of service. If you do not have any billing for the month, there will be **no charge.**
 - 7.) LPS Security Agreement signed.

*Please remember to have your applicant not only fill out the rental application but also the "acknowledgement of criteria" form too. You will need show them your criteria and then keep a record of that in your files. We do not need the form sent to us however.

** If you deny the application or ask for added security or a co-signer you will need to send out an "Adverse Action" letter to the applicant.

***All forms that you need should be found on our website to stay in compliance with the Fair Credit Reporting Act and the Washington State Fair Tenant Screening Act.

Application for Membership

LANDLORD PROTECTION SERVICE

16625 Redmond Way #M446 Redmond, WA. 98052
(800) 577-8282 FAX (800)577-3799

Type of business: Sole Proprietor Corporation (Please include a copy of business license if not apartment complex)

Issue membership in the name of (a separate application is required for each complex)

Individual: _____ Type of rental(s) _____

Complex name: _____ Number of units _____

Any Other Authorized Users: _____

Rental Address _____ City _____ State _____ Zip _____

Telephone () _____ Fax () _____ Email _____

Billing Address _____ City _____ State _____ Zip _____

Telephone () _____ Fax () _____

Member information:

Owner Name: _____ Signature: _____

Residence: _____ City _____ State _____ Zip _____

Social Security Number: _____

Nature of Business: _____ Date Established: _____

Intended use of Product(s): _____

Is business address correct and doing appropriate business at this site? Yes _____ No _____ Verified by:(office use only) _____

(office use only) Verified ownership per tax assessor records: Date: _____ Verified by: _____

Is business listed with telephone assistance? Listed number: _____ Verified by (office use only) _____

Is the company exempt from sales taxes? Yes _____ No _____ If yes, please provide the appropriate resale or exemption certificate(s).

Is the company licensed or providing service as an attorney or detective/investigative agency? Yes _____ No _____

If yes, indicate which: _____

How did you hear of our services? _____

Do you agree to the following End User requirements?

Acknowledge End User responsibilities under FCRA*: Yes _____

Acknowledge End User responsibilities for access security*: Yes _____

Acknowledge securing authorized signature on application for access to credit report: Yes _____

Certify that WE/I/MEMBER of LPS/CLIENT as End User will not further sell the information or share information with any other person: Yes _____

*End User responsibilities under FCRA and access security include, but are not limited to the following. The client will not allow the applicant to view reports provided by LPS, or disclose the content of any such report. The client is agreeing to abide by state and/or federal law. If an applicant requests information provided by LPS they can write to the address listed on their application (inquiries about credit information should be directed to the credit-reporting agency) **LPS makes NO RENTAL DECISIONS what so ever, recommendations based on criteria are provided with the full service report only.

I certify that the information provided on this application is true and complete. I understand that any misrepresentations will be sufficient cause for denial or termination of membership in Landlord Protection Service, Inc. and access to Credit Reporting Agency information. I also understand that by signing below, LPS may pull a personal credit report on owners of this company in connection with approval of this application.

Signature: _____ Date: _____

Consumer Report
End User Information and Requirements

In order to comply with all Credit Reporting Agencies, each and every member of Landlord Protection Service (hereafter referred to as the End User) to whom information would be provided must supply the following information. This is to ensure that the End User will be accessing information for purposes allowed by the Federal Fair Credit Reporting Act (FCRA) and Credit Reporting Agency policy.

Type of business:

- Apartment Rental(s)**
 - House/Duplex Rental(s)**
 - Retail Business Space**
 - Office Space Rental**
 - Storage Space Rental**
 - Other (describe in detail)** _____
-

Specific purpose for which the credit information will be used:

- Rental Screening**
 - Employment Screening**
 - Other (describe in detail)** _____
-

Is business listed with telephone assistance? Listed number: _____ Verified _____

Do you agree to the following?

Acknowledge End User responsibilities under FCRA*: _____ Yes

Acknowledge End User responsibilities for access security*: _____ Yes

Acknowledge securing authorized signature on application for access to credit report: _____ Yes

Certify that WE/I/MEMBER of LPS/CLIENT as End User will not further sell the information: _____ Yes

The facts set forth in this document are true and complete. I understand that any misrepresentation will be sufficient cause for denial or termination of membership in Landlord Protection Service and access to Credit Reporting Agency information.

Authorized Signature: _____ **Date:** _____

Title: _____

*** End User responsibilities under FCRA and access security include, but are not limited to the following. The client will not allow the applicant to view reports provided by LPS, or disclose the content of any such report. The client is agreeing to abide by state and/or federal law. If an applicant request's information provided by LPS they can write in to the address listed on their application (inquiries about credit information should be directed to the credit-reporting agency).**

****LPS does not make RENTAL DECISIONS. LPS makes recommendations based on criteria for full service reports only. LPS does not make recommendations on short service or credit only reports.**

LANDLORD PROTECTION SERVICE, INC.

16625 Redmond Way, Suite M446 Redmond, WA. 98052
PH (800) 577-8282 Fax (800) 577-3799

SERVICE AGREEMENT

This agreement is made by and between _____ (“Client”) and Landlord Protection Service, Inc. (“LPS”, Inc.) to provide for tenant screening services and/or employment screening services which may include consumer credit reports.

The undersigned Client and Landlord Protection Service, Inc. (LPS, Inc.), hereby make the following agreement:

1. Landlord Protection Service, Inc. (LPS, Inc.) has access to consumer reports from one or more consumer credit reporting agencies.
2. _____ (Client Initials). Client certifies that he/she is a **LANDLORD/HOMEOWNER/AUTHORIZED AGENT (CIRCLE ONE)** and has a permissible purpose for obtaining consumer reports, as defined by Section 604 of the Federal Fair Credit Reporting Act (15. USC 1681b) as amended by the Consumer Credit Reporting Reform Act of 1996, hereinafter called “FCRA”. The Client certifies their permissible purpose as:
 - In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer; or
 - In connection with a tenant screening application involving the consumer; or
 - In accordance with a pre-employment screening involving the consumer; or
 - In accordance with the written instructions of the consumer; or
 - For a legitimate business need in connection with a business transaction that is initiated by the consumer.
3. Client certifies that it will request consumer reports pursuant to procedures prescribed by LPS, Inc. from time to time only for the permissible purpose certified above, and will use the reports obtained for no other purpose.
4. Client will maintain copies of all written authorizations for a minimum of three (3) years from the date of inquiry.
5. THE FCRA 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 TITLE 18, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.
6. **Client agrees that is shall use the consumer report only for a one-time use, and to hold the report in strict confidence, and not to disclose it to any third parties;** provided, however, that Client 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.
7. _____(Client Initials). All payments shall be due on receipt of the invoice. **Client is responsible for all monies due for services received.** Past due amounts shall accrue interest at the rate of 1.5% per month with a minimum of \$5.00. If collection efforts are required, venue will be King County, Washington, and Client shall pay all costs of collection, including attorney’s fees.
8. LPS, Inc. reserves the right to change the charges of any of its services from time to time with prior notification.
9. LPS, Inc. shall use good faith in attempting to obtain information reported, and in no event shall LPS, Inc. be liable in any manner whatsoever for any loss or injury to Client resulting from the obtaining or furnishing of such information; and further Client agrees to hold LPS, Inc., Experian, and Equifax Inc. harmless and indemnify it from any and all claims, losses and damages arising out of alleged liability or failure of the Client to keep and perform any of its obligations described herein.

Miscellaneous:

- This Agreement shall commence upon the last signature date below and shall remain in force and effect until this Agreement is terminated pursuant by either party upon at least thirty (30) days' prior written notice to the other party. The foregoing notwithstanding, without limiting any other remedies to which may be entitled including, but not limited to injunctive relief, LPS, Inc. reserves the right, at LPS, Inc., Inc. sole option, to immediately suspend its performance, in whole or in part, under this Agreement, to immediately terminate this Agreement, or both, if LPS, Inc., Inc. in good faith determines that: (1) Client, either directly or indirectly, has materially breached any of its obligations under this Agreement; (2) the requirements of any law, regulation, or judicial action have not been met; or (3) as a result of changes in laws, regulation or regulatory or judicial action, the requirements of any law, regulation or judicial action will not be met.
- Each of the parties to this Agreement are independent contractors and nothing contained in this Agreement shall be construed as creating a joint venture, partnership, employer-employee, principal-agent nor mutual agency relationship between or among the parties hereto and no party shall, by virtue of this Agreement, have any right or power to create any obligation, express or implied, on behalf of any other party. No party, nor any employee of a party, shall be deemed to be an employee of the other party by virtue of this Agreement.
- Neither party shall be liable to the other for failure to perform or delay in performance under this Agreement if, and to the extent, such failure or delay is caused by conditions beyond its reasonable control and which, by the exercise of reasonable diligence, the delayed party is unable to prevent or provide against. Such conditions include, but are not limited to, acts of God; strikes, boycotts or other concerted acts of workmen; laws, regulations or other orders of public authorities; military action, state of war or other national emergency; fire or flood.
- This Agreement shall be governed by and construed in accordance with the laws of the State of Washington regardless of the laws that might otherwise govern under applicable Washington principles of conflicts of law.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the last date and year set forth below. The parties hereto agree that a facsimile transmission of this fully executed Agreement shall constitute an original and legally binding document. This agreement shall not be binding on either party until accepted by LPS, Inc.

Client

Landlord Protection Service, Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Account Number Assigned by Landlord Protection Service, Inc.: _____



LPS INC. Security Requirements:

In order to protect the privacy of consumers, the following requirements are designed to reduce unauthorized access of consumer reports. In signing the LPS INC. Information Security Requirements, you agree to do the following:

1. You will ensure that the reports provided by LPS INC. are kept and held as Private and Confidential.
2. Shred and destroy all hard copy consumer reports within a minimum of 36 months.
3. Make pertinent employees aware that your company can access credit information for the purpose of Tenant Screening and Employment Screening purposes only.

Record Retention:

Each person applying must provide a signature before any part of the background investigation can begin. It is important that you keep rental/employment applications for a minimum of 36 months. This will help to facilitate the investigative process if a consumer claims that your company inappropriately accessed their credit report. This is a requirement by the Fair Credit Reporting Act and must be complied with. Any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$2500 per violation (section 621(a) (2) (a)).

I agree to implement and adhere to the above security requirements.

Signature

Date

Print Name/Title

Company Name



Landlord Protection Service, Inc.

Payment Agreement

I agree to pay all services requested, in full at time of request. I also agree that the form of payment will be either Visa or MasterCard. I also understand that if the amount billed should be declined by my credit card provider, the service I have requested will not be processed.

_____ Signed _____
Date

Card Type: (check one)

MasterCard _____

Visa _____

American Express _____

Discover Card _____

Quantity	Description	Price	Amount
	LPS application Fee:	\$	
	Payable to- LPS INC.		
		Tax	Included
	SALE SLIP	Total	\$ 00

Card number: _____ Exp Date: _____

Security code _____

Name on Card: _____

Purchaser Sign Here:

X _____

Cardholder acknowledges receipt of goods or services in the
Amount of the Total shown here on and agrees to perform the Obligations set forth in the Cardholder's agreement with the issuer.

Merchant copy