



E-Renter USA Ltd.
4200 Meridian St
Suite #208
Bellingham, WA 98226
Tel. 360.332.0078
Fax 866.614.1444

Fax Cover Sheet

Business Commercial Account Application

From: _____
Fax #: _____
Phone: _____
Fax To: Legal – Compliance Department 1.866.614.1444
Date: _____
Pages: _____

URGENT

Welcome to E-Renter USA Ltd. Please complete and return the following documentation in order to activate your account.

- Signed membership agreement acknowledging FCRA responsibilities**
- Completed membership application**
- FCRA Acknowledgment**
- Access security requirements**
- Copy of the telephone bill verifying the business line**
- Business license or articles of incorporation**
- Sample rental application**
- Three business references**
- Letter of intent on company letterhead**
- Bank reference form**
- Billing information form**
- On-site inspection form**


If company is a Sole Proprietor or Partnership please:

- Complete the consent to credit check form**
- Include a copy of the owner's government issued photo ID**

If Business has been open for less than 1 year please include two of the following:

- Copy of lease or proof of property ownership**
- Copy of bank statement**
- Copy of utility bill in the business name**

Please read and complete each of the following documents. Each is required to activate your account. We have included a fax cover sheet with the document checklist (fax number included) to ensure your compliance documents are complete.

MEMBERSHIP AGREEMENT			
COMPANY INFORMATION All information must be completed			
Company Name:			
Contact Name:		Title:	
Street Address:	City:	State:	Zip:
Billing Address:		Length of time at this address:	
Business Phone:	Phone:	Fax:	
Email:			
Authorized User's Name:		Authorized User's Name:	
Type of Business: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor			

Member Agreement entered into as of (date) _____, by E-Renter USA, Ltd, a Washington Corporation (E-Renter) and (Company Name) _____ (“Member”), a (state) _____ Business and/or Corporation. Member is engaged in the (tenant screening, pre-employment, etc) _____ business.

E-Renter USA, Ltd and Member agree as follows:

1. **Purpose & Scope of Services.** Member desires to obtain from E-Renter Consumer Reports for tenant screening or employment purposes as defined in the Fair Credit Reporting Act and in accordance with the written instructions of the consumer (“Consumer Reports”) which may include, but are not limited to: credit information, criminal and non-criminal information, drug screening, social security verifications, and other consumer-related information as assembled or obtained by E-Renter. As a condition to permitting Member to obtain Consumer Reports, E-Renter requires Member to enter into this Agreement.

2. E-Renter also offers to Member, credit scores which evaluate certain information in the credit report on an individual consumer which is obtained from nationwide consumer reporting agencies. The credit scores rank order the consumer with respect to likely credit performance. Member hereby requests that E-Renter provide scores when requested by Member, and E-Renter agrees to provide such scores. Such scores are subject to all the other conditions in this Agreement that pertain to credit reports, including the Warranty and Disclaimer provisions, and are themselves considered credit reports.

3. **Member’s Obligations and Legal Compliance**
 - 3.1. Member agrees that the Consumer Reports are being ordered for tenant screening or employment purposes only and will be used for the purpose of evaluating the subject (“Consumer”) for a tenancy or for an Employment Purpose limited to employment, promotion, reassignment, or retention as an employee (“Permissible Purposes”). Member’s use of Consumer Reports for any purpose other than a Permissible Purposes is PROHIBITED unless Member specifically notifies E-Renter in writing that it intends to use a Consumer Report for another purpose and obtains E-Renter’s written approval to use such Consumer Report for the other purposes prior to Member ordering such Consumer Report. Such other purpose must be a permissible purpose as defined in the Fair Credit Reporting Act (FCRA).

3.2. Member shall not obtain from, rely on or hold E-Renter responsible for any information or opinions regarding legal compliance provided by E-Renter. Information provided by E-Renter does not replace or waive Member's compliance obligations under any applicable laws or this Agreement. Member acknowledges and agrees that it should obtain such legal compliance information or any other advice regarding legal compliance from its own counsel. Attached to this agreement is the Notice of User Responsibilities prescribed by the Federal Trade Commission.

3.3. Consumer Report for Employment Purposes

3.3.1. As a condition to ordering and obtaining consumer reports from E-Renter for Employment Purposes, Member agrees as follows:

Member certifies to E-Renter that with respect to each Consumer Report ordered from E-Renter for employment purposes:

- a. Member will use such report solely for evaluating the subject of the report for Employment Purposes and for no other purpose. "Employment Purposes" is a report used for employment, promotion, reassignment, or retention as an employee.
- b. Prior to ordering the report, or causing the report to be ordered:
 - i. Member will have made a clear and conspicuous written disclosure to the consumer, in a document consisting solely of the disclosure, that a report may be obtained for Employment Purposes; and
 - ii. Member will have obtained the consumer's written authorization to obtain the report; such authorization may be in the same document as the disclosure.
- c. Prior to taking any adverse action based in whole or in part on the report, Member will provide the following to the consumer:
 - i. A copy of the report; and
 - ii. A written description of the rights of the consumer under FCRA as prescribed by the Federal Trade Commission ("FCRA Summary of Rights"). A copy of the FCRA Summary of Rights is attached hereto.
- d. Before Member takes any adverse action against the consumer based in whole or in part on the report, Member shall give the consumer a reasonable amount of time after the copy of the report and FCRA Summary of Rights have been furnished to the consumer to dispute the accuracy and completeness of the information in the report.
- e. If Member takes any adverse action with respect to the employment of the consumer based in whole or in part on any information in the Consumer Report, Member will provide the consumer with all of the following:
 - i. Notice of the adverse action;
 - ii. E-Renter's name, address, and telephone number;
 - iii. A statement that E-Renter did not make the decision to take the adverse action and is unable to provide the consumer the specific reasons why the adverse action was taken;
 - iv. Notice of the consumer's right to obtain a free copy of the report from E-Renter if, within 60 days after receipt of the notice, he or she requests a copy from E-Renter; and
 - v. Notice of the consumer's right under the FCRA to dispute with E-Renter the accuracy or completeness of any information in the report.

3.3.2. Member further agrees not to use any information in the Consumer Report in violation of any applicable Federal or State equal employment opportunity law or regulation.

3.3.3. Member will retain the Consumer authorizations for at least five (5) years, and will make available copies or originals of any or all such authorizations as may be requested from time to time by E-Renter. Prior to destroying any such authorizations, Member will notify E-Renter and provide E-Renter a reasonable opportunity to obtain the authorizations at E-Renter's expense.

3.3.4. If Member is requesting E-Renter to verify an individual’s current employment status, Member represents and warrants that it has obtained permission from the Consumer to contact the Consumer’s current employer to verify the Consumer’s employment status for Employment Purposes.

3.4. Member agrees not to resell, sub-license, deliver, display or otherwise distribute any Consumer Reports to any third party except as required by law. Member further agrees that any information in the Consumer Reports will not be shared with any third party.

3.5. In addition, by placing each order for a Consumer Report, Member hereby re-certifies its obligations as set forth herein in Section 2.

3.6. California Law Certification: Member makes the following certification, and agrees to comply with all applicable provisions of the California Credit Reporting Agencies Act:

(PLEASE CHECK THE APPROPRIATE BOXES BELOW)		
MEMBER CERTIFIES THAT IT		
<input type="checkbox"/> IS	<input type="checkbox"/> IS NOT	A “retail seller”, as defined in section 1802.3 of the California Civil Code, and
<input type="checkbox"/> DOES	<input type="checkbox"/> DOES NOT	Issue credit to consumers who appear in person on the basis of an application for credit submitted in person

3.7. Vermont Certification: Member certifies that it will comply with applicable provisions under Vermont law (VFCRA). In particular, Member certifies that it will order Consumer Reports relating to Vermont residents, as defined by the VFCRA, only after Member has received prior consumer consent in accordance with VFCRA § 2480e and applicable Vermont Rules. Member further certifies that the attached copy of VFCRA § 2480e applicable Vermont Rules were received from E-Renter.

4. THE FAIR CREDIT REPORTING ACT 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 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

5. Warranties and Remedies. All CONSUMER REPORTS ARE PROVIDED “AS IS”. E-RENTER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR A COURSE OF PERFORMANCE WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY CONSUMER REPORT, THAT WILL MEET MEMBER’S NEEDS, OR THAT WILL BE PROVIDED ON AN UNINTERRUPTED BASIS, AND E-RENTER EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES. E-RENTER WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES FOR LOSS OF PROFITS, WHETHER INCURRED AS A RESULT OF NEGLIGENCE OR OTHERWISE, EVEN IF E-RENTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY, E-RENTER AGREES TO BE RESPONSIBLE FOR ACTUAL DAMAGES TO THE EXTENT OF AND MAXIMUM STATED HEREIN FOR THIRD PARTY CLAIMS DIRECTLY RESULTING FROM E-RENTER’S SOLE NEGLIGENCE IN ASSEMBLING THE CONSUMER REPORT. E-Renter’s maximum aggregate liability for damages in connection with Consumer Reports will not exceed an amount equal to the price paid by Member to E-Renter for such Consumer Report at issue. Member shall indemnify, defend and hold harmless E-Renter from and against any and all claims, suits, proceedings, damages, costs, expenses (including, without limitation, reasonable attorneys’ fees and court costs) brought against, or suffered by, any third party arising or resulting from, or otherwise in connection with Member’s: i) use of the Consumer Reports, ii) breach of any of its representations, warranties, or agreements as stated herein, and/or iii) NEGLIGENCE or WILLFUL misconduct.

6. Data Compilation. Member shall not use the data from Consumer Report supplied by E-Renter to directly or indirectly compile, store, or maintain the data to develop its own source or database of Consumer Reports.

7. **Additional Restrictions.** E-Renter may from time-to-time impose additional restrictions, procedures or processes upon the use and/or delivery of the Consumer Reports, which it believes to be prudent to ensure compliance with applicable laws.
8. **Fees.** In consideration of the Consumer Reports supplied herein, Member agrees to pay the fees or other charges for services as set forth in Schedule A, which shall be nonrefundable. Member agrees to pay for services immediately upon receipt of monthly billing and further agrees to pay a finance charge of the greater of 1.5% per month or the maximum rate allowed by law for any account in arrears. If the account goes to collection, Member agrees to pay all collection expenses, including attorneys' fees and court costs.

9. Term and Termination

- 9.1. The term of this Agreement shall begin on the date hereof and will continue for a period of one year unless earlier terminated, renewed or extended in accordance with the terms of this Agreement. This Agreement will renew automatically for successive one (1) year periods unless either party gives written notice to the other party of its intent not to renew no less than thirty (30) days prior to the end of the term.
- 9.2. Either party may terminate this Agreement without cause by providing ninety (90) days' prior written notice, or terminate with cause, as defined as a material breach of this Agreement, with thirty (30) days' prior written notice, subject to a 30 day right to cure.

10. General Provisions

- 10.1. **Severability.** If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 10.2. **Survival and Modifications.** Any provision of this Agreement, which contemplates performance subsequent to the termination of this Agreement, shall so survive such expiration or termination and shall continue in full force and effect until fully satisfied. No change or modification may be made to this Agreement except in writing executed by Member and E-Renter.
- 10.3. **Execution.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile **or electronic signature** is binding upon the other party as an original. The parties shall treat a copy of such facsimile as a duplicate original. The individuals signing below represent that they are duly authorized to do so by and on behalf of the party for whom they are signing.
- 10.4. **Governing Law and Forum.** This Agreement shall be interpreted in accordance with the laws of the state of Washington. All litigation arising out of this Agreement shall be commenced in Washington, and the parties hereby consent to such jurisdiction and venue.
- 10.5. **Relationship.** Neither party is a partner, joint venturer, agent or representative of the other party solely by virtue of this Agreement. Neither party has the right, power or authority to enter into any contract or incur any obligation, debt or liability on behalf of the other party.
- 10.6. **Uncontrollable Events.** E-Renter shall not be liable for any delay or failure in its performance of any of the acts required by this Agreement when such delay or failure arises for reasons beyond its reasonable control. The time for performance of any act delayed by such causes shall be postponed for a period equal to the delay.
- 10.7. **Assignment.** Member may not assign or transfer this Agreement without the prior written consent of E-Renter. E-Renter may revise the provisions or terminate this Agreement immediately upon written notice if Member is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or in any other position of financial distress, or if Member undergoes a change of ownership.

10.8. Notices. Any notice by either party shall be given in writing and delivered personally by messenger, private mail courier service, or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed below.

10.9. Miscellaneous. Headings of each section shall have no effect upon the construction or interpretation of any part hereof. This Agreement shall be construed as if it were jointly prepared. The Schedules to this Agreement constitute integral parts and are hereby incorporated into this Agreement by this reference.

11. Exhibits. *(when applicable)* Attached hereto are a Membership Information Sheet, Access Security Requirements, a Letter of Intent, A Bank Credit Reference Form, Billing Information, and a Physical Inspection Sheet. By signing below, Member certifies that the statements made therein are true. In addition, in the case of a sole proprietorship, owner of Member will sign the Release of Credit Information Document for Sole Proprietorships permitting E-Renter to obtain his or her personal credit report in connection with establishing this account.

In Witness Whereof, E-Renter USA, Ltd and Member have caused this Agreement to be executed by their duly authorized representatives as of the date first written above (Effective Date).

To be Completed by Member	
Member:	By:
Signature:	Date:
Physical Address:	Mailing Address:
City: State:	City: State:
Contact Name:	Contact Number:
Fax Number:	Contact Email:
Completed by E Renter USA LTD	
By:	Signature:
Account#:	Date:

Prescribed Notice of User Responsibilities

This appendix prescribes the content of the required notice.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The federal Fair Credit Reporting Act (FCRA) requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. The FCRA, 15 U.S.C. 1681-1681u, is set forth in full at the Federal Trade Commission's Internet web site (<http://www.ftc.gov>).

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 of the FCRA contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. *Section 604(a)(1)*
- As instructed by the consumer in writing. *Section 604(a)(2)*
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. *Section 604(a)(3)(A)*
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. *Sections 604(a)(3)(B) and 604(b)*
- For the underwriting of insurance as a result of an application from a consumer. *Section 604(a)(3)(C)*
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. *Section 604(a)(3)(F)(i)*
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. *Section 604(a)(3)(F)(ii)*
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. *Section 604(a)(3)(D)*
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or repayment risks associated with an existing credit obligation. *Section 604(a)(3)(E)*
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. *Sections 604(a)(4) and 604(a)(5)*

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making unsolicited offers of credit or insurance. The particular obligations of users of this "prescreened" information are described in Section V below.

B. Users Must Provide Certifications

Section 604(f) of the FCRA prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA (by a general or specific certification,

as appropriate) the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603 of the FCRA. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact -- such as unfavorably changing credit or contract terms or conditions, denying or canceling credit or insurance, offering credit on less favorable terms than requested, or denying employment or promotion.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action that is based at least in part on information contained in a consumer report, the user is required by Section 615(a) of the FCRA to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.

A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.

A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer requests the report within 60 days.

A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) of the FCRA requires that the user clearly and accurately disclose to the consumer his or her right to obtain disclosure of the nature of the information that was relied upon by making a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notification must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. (Information that is obtained directly from an affiliated entity relating solely to its transactions or experiences with the consumer, and information from a consumer report obtained from an affiliate are not covered by Section 615(b)(2).)

II. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.

Obtain prior written authorization from the consumer.

Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.

Before taking an adverse action, provide a copy of the report to the consumer as well as the summary of the consumer's rights. (The user should receive this summary from the CRA, because Section 604(b)(1)(B) of the FCRA requires CRAs to provide a copy of the summary with each consumer report obtained for employment purposes.)

III. OBLIGATIONS OF USERS OF INVESTIGATIVE CONSUMER REPORTS

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews. Consumers who are the subjects of such reports are given special rights under the

FCRA. If a user intends to obtain an investigative consumer report, Section 606 of the FCRA requires the following:

The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and must include the summary of consumer rights required by Section 609 of the FCRA. (The user should be able to obtain a copy of the notice of consumer rights from the CRA that provided the consumer report.)

The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.

Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation that was requested. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

IV. OBLIGATIONS OF USERS OF CONSUMER REPORTS CONTAINING MEDICAL INFORMATION

Section 604(g) of the FCRA prohibits consumer reporting agencies from providing consumer reports that contain medical information for employment purposes, or in connection with credit or insurance transactions, without the specific prior consent of the consumer who is the subject of the report. In the case of medical information being sought for employment purposes, the consumer must explicitly consent to the release of the medical information in addition to authorizing the obtaining of a consumer report generally.

V. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. *Sections 603(l), 604(c), 604(e), and 615(d)* This practice is known as "prescreening" and typically involves obtaining a list of consumers from a CRA who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

Information contained in a consumer's CRA file was used in connection with the transaction.

The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.

Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.

The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. This statement must include the address and toll-free telephone number of the appropriate notification system.

VI. OBLIGATIONS OF RESELLERS

Section 607(e) of the FCRA requires any person who obtains a consumer report for resale to take the following steps:

Disclose the identity of the end-user to the source CRA.

Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.

Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:

(1) the identity of all end-users;

(2) certifications from all users of each purpose for which reports will be used; and

(3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

VII. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state or federal enforcement actions, as well as private lawsuits. *Sections 616, 617, and 621*. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. *Section 619*

Prescribed Summary of Consumer Rights

The prescribed form for this summary is as a separate document, on paper no smaller than 8x11 inches in size, with text no less than 12-point type (8-point for the chart of federal agencies), in bold or capital letters as indicated. The form in this appendix prescribes both the content and the sequence of items in the required summary. A summary may accurately reflect changes in numerical items that change over time (e.g., dollar amounts, or phone numbers and addresses of federal agencies), and remain in compliance.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you -- such as if you pay your bills on time or have filed bankruptcy -- to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. 1681-1681u, at the Federal Trade Commission's web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you -- such as denying an application for credit, insurance, or employment -- must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs -- to which it has provided the data -- of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.

- **You can dispute inaccurate items with the source of the information.** If you tell anyone -- such as a creditor who reports to a CRA -- that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- **Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA -- usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA:

FOR QUESTIONS OR CONCERNS REGARDING:	PLEASE CONTACT:
CRAs, creditors and others not listed below	Federal Trade Commission Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4367 (Toll-Free)
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 800-934-FDIC
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate	Department of Transportation Office of Financial Management

Commerce Commission	Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051

Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999)

§ 2480e. Consumer consent

(a) A person shall not obtain the credit report of a consumer unless:

- (1) the report is obtained in response to the order of a court having jurisdiction to issue such an order; or
- (2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

(b) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with subsection (a) of this section.

(c) Nothing in this section shall be construed to affect:

(1) the ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and

(2) the use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES * CURRENT THROUGH JUNE 1999 ***
 AGENCY 06. OFFICE OF THE ATTORNEY GENERAL
 SUB-AGENCY 031. CONSUMER PROTECTION DIVISION
 CHAPTER 012. Consumer Fraud--Fair Credit Reporting
 RULE CF 112 FAIR CREDIT REPORTING
 CVR 06-031-012, CF 112.03 (1999)
 CF 112.03 CONSUMER CONSENT**

(a) A person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing if the consumer has made a written application or written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtain consumer consent pursuant to 9 V.S.A. §§ 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required to obtain consumer consent initiates the transaction.

(b) Consumer consent required pursuant to 9 V.S.A. §§ 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicates his or her consent by providing his or her signature.

(c) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

FCRA ACKNOWLEDGEMENT



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

Although the amendment to the Consumer Credit Protection Act primarily regulates the operations of consumer reporting agencies it also affects you, our subscriber. We require 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
- §612 Responsibilities of Furnishers & Obligations of Users of Consumer Reports

All five (5) sections are of direct consequence to users who obtain reports on consumers.

E-Renter USA Ltd 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 require 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 notice by signing and returning a copy of this FCRA Acknowledgement.

Signed Acknowledgement

Company Name:

Typed or Printed Name and Title:

Authorized Signature:

Date:

MEMBERSHIP APPLICATION



MEMBERSHIP INFORMATION

Company Name:			
Date:		Info Provided By:	Title:
Signature:			
What will you be using E Renters Credit Report for? <input type="checkbox"/> Tenant Screening <input type="checkbox"/> Other, explain _____			
Business has existed for? Years: Months:		Check Type of Business : <input type="checkbox"/> Commercial <input type="checkbox"/> Residential	
<input type="checkbox"/> Yes <input type="checkbox"/> No	If residential, is there a separate office in home?		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Do you have a web address?	If yes, provide address:	
<input type="checkbox"/> Yes <input type="checkbox"/> No	Separate telephone listing exists for business?		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Do you understand Fair Credit Reporting Act responsibilities?		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Do you understand that your business, as the end user, cannot resell information obtained from EUL?		
<input type="checkbox"/> Yes <input type="checkbox"/> No	Do you understand the access security responsibilities for the information supplied to you by EUL?		
Is business associated or affiliated with any of the following? Check all that apply.			
<input type="checkbox"/> Yes <input type="checkbox"/> No	Credit Repair	<input type="checkbox"/> Yes <input type="checkbox"/> No	Private investigation
<input type="checkbox"/> Yes <input type="checkbox"/> No	Media	<input type="checkbox"/> Yes <input type="checkbox"/> No	Legal Services
<input type="checkbox"/> Yes <input type="checkbox"/> No	Law Enforcement	<input type="checkbox"/> Yes <input type="checkbox"/> No	Asset Location
<input type="checkbox"/> Yes <input type="checkbox"/> No	Bail Bonds Company	<input type="checkbox"/> Yes <input type="checkbox"/> No	Dating Service
Please Provide Three (3) Business/Credit References excluding credit card accounts (must be listed in a reputable business directory)			
Business Name:		Credit Limit:	Balance:
Address:		City:	State: Zip:
Phone:	Account #:	Date Opened:	Contact Name:
Comments:			
Business Name:		Credit Limit:	Balance:
Address:		City:	State: Zip:
Phone:	Account #:	Date Opened:	Contact Name:
Comments:			
Business Name:		Credit Limit:	Balance:
Address:		City:	State: Zip:
Phone:	Account #:	Date Opened:	Contact Name:
Comments:			

ACCESS SECURITY REQUIREMENTS



Consumer Privacy Protection

We must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer credit reports. In signing the E-Renter USA Ltd. Membership Agreement, you agree to follow these measures:

1. You must protect E-Renter USA Ltd. (EUL) account number and password so that only key personnel know this sensitive information. Unauthorized persons should never have knowledge of your password. Do not post the information in any manner within your facility.
2. System access software, whether developed by your company or purchased from a third party vendor, must have your EUL account number and password "hidden" or embedded and be known only by supervisory personnel. Assign each user of your system access software a unique logon password.
3. Do not discuss your EUL account number and passwords by telephone with any unknown caller, even if the caller claims to be an employee of E-Renter USA Ltd.
4. Restrict the ability to obtain credit information to a few key personnel.
5. Place all terminal devices used to obtain credit information in a secure location within your facility. You should secure these devices so that unauthorized persons cannot easily access them.
6. After normal business hours, be sure to turn off and lock all devices or systems used to obtain credit information.
7. Secure hard copies and electronic files of consumer reports within your facility so that unauthorized persons cannot easily access them.
8. Shred or destroy all hard copy consumer reports when no longer needed.
9. Erase or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
10. Make all employees aware that your company can access credit information only for the permissible purposes listed in the permissible purpose information section of your membership application. Your employees may not access their own report or the report of a family member or friend if your company does not have permissible purpose.

Record Retention: It is important that you keep all rental/employment/mortgage application for a reasonable period of time. This will help to facilitate the investigative process if a consumer claims that your company inappropriately accessed their credit report. (Note: The Federal Equal Credit Opportunity Act states that a creditor must preserve all written or recorded information connected with an application for 5 years.)

"Under Section 21 (a) (2) (A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$2,500 per violation."

I AGREE TO IMPLEMENT AND ADHERE TO THE ABOVE CONTROLS.

Company Name:

Typed or Printed Name and Title:

Authorized Signature:

Date:



E-Renter USA Ltd.
4200 Meridian St
Suite #208
Bellingham, WA 98226
Tel. 360.332.0078
Fax 866.614.1444

Sample
Letter of Intent
(Instructions)

Please prepare and send along with the other listed required documents a letter of intent. This letter must be printed on your company letterhead and must be signed by an officer, owner or authorized manager of your company. This letter of intent must include, at a minimum, the following information:

- The nature of your business
- Your intended use for our service
- Your anticipated monthly volume
- Your intent as to whether you anticipate your access to be primarily local, regional, or national

Thank you,

E-Renter Legal Team

BANK CREDIT REFERENCE FORM



E-Renter USA Ltd.
4200 Meridian St Suite #208
Bellingham, WA 98226
Tel. 360.332.0078
Fax 866.614.1444

PLEASE PROVIDE INFORMATION FOR YOUR FINANCIAL INSTITUTION

Date:	Account Number:
Bank Name:	Account Type:
Address:	City: State: Zip:
Telephone:	Fax:
Bank Contact: Title:	

Dear Bank Officers:

I authorize you to release the credit information about my account standing, payment history and account details to E-Renter USA Ltd, to be used explicitly for the establishment to open an account and credit line. The information is to be kept within the strictest of confidence.

Company Name:

Authorized Signature:

Printed Name:

Title:

TO BE COMPLETED BY FINANCIAL INSTITUTION

Dear Bank Officers:

The above customer has given your bank as a reference. Please supply us with the following information, and return this form to us as soon as possible.

Date Account Opened:	
Average Balance Maintained:	
Name on Account:	
Phone Number on Account:	
Non-Sufficient History:	
Prepared by:	Date:
Authorized Signature:	Title:

BILLING INFORMATION SHEET



Billing Address

Business Name	Federal ID Number
Address:	City: State: Zip:
Contact Name:	Title: Business Phone:
Website Address:	Email Address:
Authorized Signature:	Title:

Please choose one of the following options for payment

Credit Card
 ACH
 Check

Please complete, if you selected credit card payment

Credit Card Type	Credit Card Number	Expiration:
Name as it appears on the card:		
Street Address:		
City:	State:	Zip:

Please complete if you selected ACH payment

Bank Name:	ABA# (attach a copy of a voided check)
Name on the Account:	Account Number:
Street Address:	
City:	State: Zip:

By my signature below I authorize E-Renter USA Ltd to charge the above account each month for charges incurred during the previous month.

Please sign and date below

Name:	Title:
Signature:	Date:

**PHYSICAL INSPECTION SHEET
FOR E-RENTER USA**



Commercial Address Inspection

Business Name:

Physical Address:

City:

State:

Zip

Contact:

Secondary Contact:

Phone:

Phone:

Cell Phone:

Cell Phone:

I, _____ acknowledge and understand that as part of the set up process to open a business commercial account there must be an onsite inspection performed at my place of business. I understand that E-Renter USA Ltd can not open a business commercial account with my company until the onsite inspection is complete. I also acknowledge that there is a \$65.00 onsite inspection that will be included on my first invoice.

Signature:

Title

Date:

**CONSENT TO RELEASE
CREDIT INFORMATION**



Complete this portion if your business is a Sole Proprietor Or Partnership

First Name:

Last Name:

Social Security Number:

Address:

City:

State:

Zip:

I, _____, authorize E-Renter USA Ltd to obtain a copy of my consumer credit profile for the purposes of establishing a commercial account with access to consumer credit reports. I understand that this is a requirement that TransUnion has set forth and without my consent for the credit report I cannot establish an account with the E-Renter USA Ltd.

Signature:

Date: