

Advanced Reporting

P.O. Box 12398 ▪ Salem, OR 97309
503.375.0451 ▪ Toll Free 1.888.375.0451
Fax 503.364.0195 ▪ Toll Free Fax 1.877.450.2774
www.advrep.com

Professional Background Screening Services

WVMLS TENANT SCREENING SERVICE AGREEMENT

Date: _____

Agency: Advanced Reporting
451 Division St NE
PO Box 12398
Salem, OR 97309

Subscriber: _____

Phone: _____

Fax: _____

This Agreement is with Advanced Reporting (“Agency”), an Oregon corporation, Willamette Valley Multiple Listing Service (“WVMLS”) and the subscriber identified above (“Subscriber”). Subscriber understands that Agency provides consumer information and is regulated by laws that both Agency and Subscriber must comply with.

1. Services Provided; Price.

Agency will provide credit bureau criminal history reference check services as specified on the Service and Price List attached to this Agreement as Exhibit A. Consumer information provided by Agency is a “consumer report” as defined by the Fair Credit Reporting Act. Subscriber will pay Agency the prices specified on the Service and Price List. Agency will provide Subscriber with a monthly statement showing all services provided and the balance due. Amounts not paid within 30 days after the statement date will bear interest at the rate of 9%.

2. Use of Information.

a. Subscriber certifies that consumer information will be ordered only for use in establishing the subject consumer’s eligibility for a rental transaction between Subscriber and the subject consumer. Subscriber shall request Information only for Subscriber’s exclusive use. Subscriber shall hold all consumer information in strict confidence, except to the extent that disclosure to others is required or permitted by law. Subscriber shall designate employees or representatives who are authorized to request reports from Agency and shall maintain access security procedures to ensure that only authorized users request reports. Agency may refuse to provide reports requested by someone who is not authorized. Subscriber will not disclose consumer information to the subject of the information except where permitted by law. Subscriber also agrees not to disclose the information in whole or in part to any third party, in compliance with the provisions of the Fair Credit Reporting Act, 15 U.S.C. 1681 et seq.

b. Subscriber certifies that it is engaged in the business of _____

c. Subscriber certifies that the consumer information will be used only for the following specific purpose(s): _____

3. Indemnification.

Subscriber agrees to indemnify, defend and hold Agency and all its agents harmless on account of any expense or damage resulting from the publishing or any other disclosure contrary to the requirements of the Fair Credit Reporting Act or resulting from the breach of any of the warranties or representations made by Subscriber as part of this Agreement.

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4. Release.

Subscriber recognizes that information is secured by and through fallible human sources and that Agency does not insure the accuracy of the information. Subscriber releases Agency and its agents, employees, and independent contractors from any liability (including for any negligence) in connection with the preparation of such reports and from any loss or expense suffered by Subscriber resulting directly or indirectly from using Agency's reports.

5. Reports Obtained Under False Pretenses.

Subscriber recognizes and understands that the Fair Credit Reporting Act provides that anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency (such as Agency) under false pretenses shall be fined not more than \$5,000.00 or imprisoned not more than one year, or both. Subscriber agrees that it has or will adopt policies and procedures to ensure that its employees and agents do not request any consumer report from Agency except for the purposes and under the conditions outlined in this Agreement. Subscriber shall forbid its employees from obtaining reports on themselves, associates or any other persons except in the exercise of their official duties.

6. Termination.

Either party may terminate this Agreement by providing the other with written notice at the address specified above or such other address as the parties may designate. Subscriber's obligations, warranties and representations in effect at the time of termination will remain in full force and effect, including the obligation to defend, indemnify and hold Agency harmless and keep confidential the information received by Subscriber.

7. Records Retention and Auditing.

This section is applicable only to Subscribers using the internet based software. Subscriber agrees maintain on file for a period of eighty-four (84) months, a signed statement of Permissible Purpose on each credit report obtained online. Upon request of Agency, Subscriber shall provide Agency with a copy of the signed statement of Permissible Purpose within three (3) business days of the request. Agency and its authorized agents shall be permitted to enter the Subscribers premises to inspect any records or files related to the Subscriber's use of the internet based software at any time during business hours.

8. Entire Agreement; Governing Law.

This Agreement constitutes the entire agreement, understandings, and conditions of reporting between Agency and Subscriber, and supersedes any previous agreements or understandings between the parties. This Agreement can only be amended by a writing signed by both parties. This Agreement shall be governed by and interpreted in accordance with the law of Oregon.

SUBSCRIBER:

By: _____

Title: _____

AGENCY:

ADVANCED REPORTING

By: _____

Title: _____