

THE POLICIES AND PROCEDURES OF TENANT DATA SERVICES, INC.

PLEASE READ CAREFULLY

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ALL USERS OF TENANT DATA MUST READ THIS CAREFULLY AND RETURN A SIGNED COPY TO TENANT DATA

WE ARE OBLIGATED TO CALL TO YOUR ATTENTION CERTAIN MEMBERSHIP REQUIREMENTS WHICH ARE NECESSARY FOR LEGAL COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS. ALSO, THERE ARE SEVERAL IMPORTANT SECURITY PROCEDURES YOU MUST FOLLOW FOR YOUR OWN PROTECTION.

For you and your company's protection, all users of Tenant Data must have a signed copy of our Service Agreement and Policies and Procedures on file at Tenant Data.

You are responsible to know and comply with all federal, state, and local laws, including, but not limited to, the Fair Credit Reporting Act ("FCRA"). Accompanying this Policies and Procedures document is a copy of *Notice To Furnishers of Information: Obligations of Furnishers under the FCRA* and *Notice to Users of Consumer Reports: Obligations of Users Under the FCRA*. These are summaries that are being provided to you for your information and reference only. You are responsible for making an independent determination of your compliance with the FCRA and any amendments thereto. Please be advised that these documents come from the Federal Trade Commission and in no way constitute legal advice from Tenant Data.

BE AWARE that as an authorized user of Tenant Data you must respect the privacy of your applicants with regard to the handling of the confidential information provided by Tenant Data. Certain safeguards are necessary to maintain this important confidence and comply with the laws regulating the use of consumer reports. These safeguards are discussed further below.

REPORTING POLICIES

INITIAL RESIDENT REPORTING: All subscribers of Tenant Data must return completed *Resident Reporting Forms* to Tenant Data by mail, FAX, or Internet on all current residents. This information must include: complete name; social security number; date of birth; driver's license number; current address; apartment number; city; state; zip code; move in date; lease expiration date; rent amount, and security deposit amount. This should be completed no later than 2 months after a Service Agreement has been executed.

NEW RESIDENT REPORTING: Upon the signing of a lease, Tenant Data's subscribers must report the new resident's name, social security number, driver's license number, date of birth, address, move-in date, amount of rent & deposit, and lease expiration date.

CURRENT RESIDENT REPORTING: Resident records should be updated for the following reasons during their residency: when you are presented with an NSF check; late rent payments; upon receipt of a 30-day notice; noise complaints; when you present the resident with an eviction notice; upon a skip discovery; or any other lease violations.

FORMER RESIDENT REPORTING: Upon resident vacating your property, you must complete the RESIDENT REPORTING FORM by adding move-out date and residential performance. This may be completed via our website, or by completing a Resident Reporting Form and faxing or mailing it to our current address.

NEGLIGENCE IN REPORTING RESIDENTS: As a service to our subscribers, Tenant Data strives to maintain the area's largest and most comprehensive resident performance database. Understanding and acknowledging that Tenant Data relies upon the accuracy of the information that you provide, you have a duty to report accurate and complete information to Tenant Data. If at any time you determine that any information previously provided to Tenant Data is incomplete or inaccurate, you must provide revised complete and accurate information to Tenant Data immediately. If you report information to Tenant Data regarding a delinquent account that has been turned over to collection, you must, within 90 days, provide Tenant Data with the month and year that the delinquency commenced.

CONFIDENTIALITY POLICIES

All information on the TENANT REPORT, CREDIT BUREAU REPORTS, TELECHECK REPORT, SSN or EVICTION REPORT, CRIMINAL HISTORY and/or any other service utilized by Tenant Data is deemed **STRICTLY CONFIDENTIAL**.

Only approved personnel that have read and signed a Policies and Procedures form and have a permissible purpose may view and/or use the reports provided by Tenant Data.

APPLICATION DECLINE or ADVERSE ACTION POLICIES

If you make any adverse decisions (*i.e.* decline rental, increase deposit, require co-signer, etc.) based in whole or in part due to any information received through TENANT DATA, the applicant must receive an adverse action letter by mail or in person. Recommended letters or wording are available through Tenant Data. If an applicant disputes the accuracy of resident history information provided by Tenant Data, the applicant should be directed to Tenant Data and may receive a complimentary report. If an adverse action is taken against an applicant due to credit information found on a credit report, check writing history found on a TeleCheck report or criminal history found on a report provided by an entity other than Tenant Data, you should direct the applicant to the source agency to address any dispute and/or to obtain a complimentary copy of his or her report. Tenant Data is simply a reseller of this information and cannot provide the same level of assistance as the source of information?. You must include a summary of the consumer's rights under the FCRA with all notices of an adverse decision. This summary is available through Tenant Data for your convenience. The decision to make an adverse decision is yours alone. Tenant Data is not responsible for making any adverse decisions or notifying any applicant of the adverse decision. Tenant Data is also not responsible for your compliance with the FCRA regarding notification of any adverse decisions. Any information contained in this section regarding compliance with the FCRA is for your convenience only, and you are solely responsible for compliance with the FCRA.

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You **MUST** have a signed **AUTHORIZATION FOR FILE DISCLOSURE** from **EVERY** applicant before you request applicant information. The authorization may be incorporated in your rental application or on a separate sheet available through Tenant Data for your convenience. You should only accept legible applications and check identification for all applicants. You may request reports only on signed applications for tenancy on property you own or manage. Anyone found requesting reports for applicants on property owned or managed by others may have their service terminated. You must maintain copies of all written authorizations for a minimum of five years.

Phone service: When utilizing phone service by Tenant Data, you must call during regular business hours, provide us with your name, phone number and PIN/Account number. Reports will be processed and a Tenant Data Representative will call you back. A complete copy of the information requested will be mailed via United States Postal Service.

Fax service: When utilizing fax service, you will be provided a Fax Report Request Form by Tenant Data. This form must be complete, legible and may be faxed to Tenant Data 24 hours a day. Requested reports will be returned via fax during regular business hours.

Internet service: When utilizing Internet services, you may access most services provided by Tenant Data 24 hours a day, 7 days a week. These reports can be printed directly on your printer.

Regardless of which method is utilized, all subscribers **must** have a signed **AUTHORIZATION FOR FILE DISCLOSURE** from each rental applicant **before** requesting reports. Failure to do so may constitute a violation of federal law and result in permanent disruption of tenant reporting and credit reporting services.

CHARGES

Charges will accrue monthly and you will be provided with a monthly invoice. Payment is due on the 15th day of the month in which the invoice was issued. Outstanding invoices are subject to a \$10.00 late fee plus 1.5% interest on any unpaid balance. Outstanding invoices may cause service disruption and may require pre-payment or a deposit plus a \$25.00 re-activation fee. Please see the Service Agreement for more specific details. You must notify Tenant Data within 30 days of a change in your location or mailing address.

A charge will appear on your invoice **each time** you request information from Tenant Data. Each applicant requested will carry a separate charge. Multiple requests for the same applicant will be charged as separate requests. If you experience difficulties receiving a report the first time, you **must** contact Tenant Data **prior** to a second attempt to avoid duplicate charges.

AUTHORIZED USERS

Anyone utilizing Tenant Data’s services or information must be an “Authorized User” and their signed Policies and Procedures form must be on file at Tenant Data’s office. Authorized users must have read and signed this document, have a copy, and have read the Fair Credit Reporting Act (15 U.S. C. § 1681 *et. seq.*). To add or remove authorized users to your account, please inform Tenant Data by email, fax or mail. All authorized users must certify to Tenant Data that they are obtaining the information on an applicant for a legitimate business need, in connection with a business transaction that was initiated by the applicant and for which the applicant has given Subscriber/Authorized User and Tenant Data written permission to request and release such information. Authorized users must further certify that the information received from Tenant Data will be for the purpose stated herein and for no other purpose.

SECURITY

If for any reason you believe an unauthorized person is making transactions on your account, notify Tenant Data immediately.

FAIR CREDIT REPORTING ACT

Tenant Data is dedicated to provide the most accurate and complete information available. Tenant Data requires that all “Authorized Users” must have a copy of the Fair Credit Reporting Act (15 U.S.C. §1681 *et sec.*). Copies are available through Tenant Data and/or the Federal Trade Commission’s website at www.ftc.gov.

Section 1681q of the Fair Credit Reporting Act provides that “**Any person who knowingly and willfully obtains information on a consumer tenant from a consumer (tenant) reporting agency under false pretenses shall be fined under title 18, United States Code, imprisoned for not more than two years, or both.**” Tenant Data will terminate your Service Agreement immediately if it reasonably believes that you are not properly maintaining and reporting resident information, intentionally disregarding Tenant Data’s policies and procedures, or violating any local, state, or federal law pertaining to fair credit reporting practices or any laws governing the leasing of property, including discrimination laws. Under **NO** circumstances should a subscriber’s Internet access information, PIN number, or accessing procedures be disclosed to individuals calling and/or claiming to be a representative of Tenant Data or any other firm. If you are unsure if you are talking to a Tenant Data representative, call Tenant Data toll free at (800) 228-1837 and ask to speak to a representative.

I hereby certify that I will obtain the information from Tenant Data for a legitimate business need, in connection with a business transaction that was initiated by the consumer and for which the consumer has given me and Tenant Data Services, Inc. written permission to request such information. I hereby certify that the information I will receive from Tenant Data will be for the purpose stated herein and for no other purpose and I will not resell or otherwise provide the reports in whole or in part to any third party.

I further certify that such information is not being requested for employment purposes. I have read, understand and agree to comply with all of the above policies and procedures and to have and read a copy of the Fair Credit Reporting Act and understand my responsibility under the FCRA as well. I have retained a copy of this form and have returned the original signed document or reasonable facsimile to Tenant Data Services, Inc. ♦ P O Box 5404 ♦ Lincoln, NE 68505.

Printed Name: _____ Company/Property: _____

Signature: _____ Date: _____

Each authorized user must sign a Policies and Procedures form. Copies can be made as needed.

Internet Users please fill out information below:

Desired User Name: _____ (you will create your own password) Email Address: _____