

# Landlord Application To Request Tenant Credit Checks

Name of Landlord: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

## Check Off List

- \_\_\_\_\_ Completed Landlord Application ( attached )
- \_\_\_\_\_ Copy of Personal Drivers License / or State I.D. ( from landlord )
- \_\_\_\_\_ Copy of one of the following proof of property ownership:
- Mortgage Statement
  - Property Title Documents or Tax Docs
  - Property Insurance Document

When you need a credit check done, just fax over a signed tenant application of the prospective tenant, and provide us your full name, so we can look up your account.

**Please fax back this page and all attachments to:**

**Fax (415) 252-2822**

FCRA Section 619 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. You must have a signed authorization from the person you are requesting a credit report on before you can check credit on the person.

**CAL COAST CREDIT REPORTS**  
1663 MISSION STREET, #603, SF, CA. 94103

**Phone 415.252.2888**  
**Fax 415.252.2822**

**LANDLORD APPLICATION**

**Landlord or Property Manager Information**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Company Name (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Security Code \_\_\_\_\_ Zip Code \_\_\_\_\_

**Property Rental Address (if different from above)**

Address: \_\_\_\_\_

**Please provide a form of identification (valid driver's license) along with one of the following:**

- Mortgage Statement
- Copy of Title
- Property Insurance Document

**Service Agreement**

The applicant (hereinafter referred to as "the Client") does hereby enter into the following terms agreed upon with Cal Coast Credit Reports (hereinafter CCCR). The Client agrees to comply with all the provisions of section 604 of the Fair Credit Reporting Act (FRCA), which states that credit reports will be requested only on the basis of a permissible purpose. The Client may only use the report information obtained solely for the use of tenant screening. The Client agrees to hold information in strict confidence and acknowledges that they are the end users of the information obtained. The Client further agrees they will not further sell the consumer credit information.

The Client agrees to have CCCR, Experian, Equifax, TransUnion, its officers, agents, and employees exempt from any and all claims, losses, and damages developed from the arrangement and issuance of credit reports. Although CCCR will furnish information only from sources they deem reliable, the Client recognizes that credit information is secured by fallible human resources. Therefore, CCCR shall not be held liable for the accuracy of the issued reports.

The Client agrees to comply with all the provisions of Fair Credit Reporting Act/Public Law 91-508 which provides that any person who knowingly and willfully obtains information on a consumer from a consumer credit reporting agency under false pretenses shall be fined not more than \$5,000 or imprisoned not more than one year or both.

\_\_\_\_\_  
**Landlord Signature**

\_\_\_\_\_  
**Date**

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## FCRA REQUIREMENTS

Although the Fair Credit Reporting Act (FCRA) primarily regulates the operation of consumer credit reporting agencies (CRA's), it also affects you as a user of information. A copy of the FCRA can be obtained from the Federal Trade Commission's website at <http://www.ftc.gov>. The FCRA requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. Your company and its employees must comply with all the provisions of the FCRA and the applicable state laws, including these sections in particular:

- 604. Permissible Purposes of Reports**
- 607. Compliance Procedures and Obligations of Resellers**
- 610. Conditions and Form of Disclosure to Consumers**
- 611. Procedure in Case of Disputed Accuracy**
- 615. Requirement on Users of Consumer Reports**
- 616. Civil Liability for Willful Noncompliance**
- 617. Civil Liability for Negligent Noncompliance**
- 619. Obtaining Information Under False Pretenses**
- 620. Unauthorized Disclosures by Officers or Employees**
- 621. Administrative Enforcement**
- 623. Responsibilities of Furnishers of Information to Consumer Reporting Agencies**

- The consumer must be told if information in their file has been used against them. Anyone who uses information from a CRA to take action against a consumer (such as denying an application for credit) must give the consumer the name, address, and phone number of the CRA that provided the consumer report.
- The consumer can request a free copy of his or her credit report once a year from the CRA's. Moreover, the consumer can obtain a free credit report if denied credit within the last 60 days, if on welfare, if fraud has been committed, or under other circumstances provided for under the FCRA.
- The consumer has a right to dispute inaccurate information reported by the CRA's. The CRA's must investigate the disputed items and correct it usually within 30 days. However, the CRA's are not required to remove accurate data from a consumer's file unless it is outdated or cannot be verified.

As directed by the law, credit reports may be issued only if they are to be used for extending credit, review or collection of an account, employment purposes, underwriting insurance or in connection with some other legitimate business transaction such as an investment, partnership, etc. It is imperative that you identify each requestor if the report is to be used for employment purposes. Additional state laws may also impact your usage of reports for employment purposes.

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 expect that you and your staff will comply with all relevant federal statutes and the statutes and regulations in the states in which you operate.

By signing below, I acknowledge that I, as well as my employees and agents, have read and understand the above policies, and will keep a copy of this document in our files.

\_\_\_\_\_  
**Name of Landlord**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Landlord**

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## ACCESS SECURITY REQUIREMENTS

We must work together to protect the privacy and information of consumers. The following information security measures are designed to reduce unauthorized access to consumer information. It is your responsibility to implement these controls. If you do not understand these requirements or need assistance, it is your responsibility to employ an outside service provider to assist you. Capitalized terms used herein have the meaning given in the Glossary attached hereto. Cal Coast Credit Reports (hereinafter CCCR) reserves the right to make changes to Access Security Requirements without notification. The information provided herewith provides minimum baselines for information security. Any violation of these procedures may lead to suspension of your account. In accessing the CCCR's services, you agree to follow these security requirements:

### **1. Implement Strong Access Control Measures**

- 1.1 Do not provide your credit reporting agency Subscriber Codes or passwords to anyone. No one from the CCCR will ever contact you and request your Subscriber Code number or password.
- 1.2 Proprietary or third party system access software must have CCCR's Subscriber Codes and password(s) hidden or embedded. Account numbers and passwords should be known only by supervisory personnel.
- 1.3 You must request your Subscriber Code password be changed immediately when:
  - Any system access software is replaced by another system access software or is no longer used.
  - The hardware on which the software resides is upgraded, changed or disposed of.
- 1.4 Protect CCCR's Subscriber Code(s) and password(s) so only key personnel know this sensitive information. Unauthorized personnel should not have knowledge of your Subscriber Code(s) and password(s).
- 1.5 Create a separate, unique user ID for each user to enable individual authentication and accountability for access to the CCCR's infrastructure. Each user of the system access software must also have a unique logon password.
- 1.6 Ensure that user IDs are not shared and that no Peer-to-Peer file sharing is enabled on those users' profiles.
- 1.7 Keep user passwords Confidential.
- 1.8 Develop strong passwords that are:
  - Not easily guessable (i.e. your name or company name, repeating numbers and letters or consecutive numbers and letters)
  - Contain a minimum of seven (7) alpha/numeric characters for standard user accounts
- 1.9 Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
- 1.10 Active logins to credit information systems must be configured with a 30-minute inactive session, timeout.
- 1.11 Restrict the number of key personnel who have access to credit information.
- 1.12 Ensure that personnel who are authorized access to credit information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of your membership application.
- 1.13 Ensure that you and your employees do not access your own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose.
- 1.14 Implement a process to terminate access rights immediately for users who access CCCR credit information when those users are terminated or when they have a change in their job tasks and no longer require access to that credit information.
- 1.15 After normal business hours, turn off and lock all devices or systems used to obtain credit information.
- 1.16 Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain credit information.

## **2. Maintain a Vulnerability Management Program**

- 2.1 Keep operating system(s), Firewalls, Routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates.
- 2.2 Configure infrastructure such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
- 2.3 Implement and follow current best security practices for Computer Virus detection scanning services and procedures:
  - Use, implement and maintain a current, commercially available Computer Virus detection/scanning product on all computers, systems and networks.
  - If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.
  - On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.
- 2.4 Implement and follow current best security practices for computer anti-Spyware scanning services and procedures:
  - Use, implement and maintain a current, commercially available computer anti-Spyware scanning product on all computers, systems and networks.
  - If you suspect actual or potential Spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
  - Run a secondary anti-Spyware scan upon completion of the first scan to ensure all Spyware has been removed from your computers.
  - Keep anti-Spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti-Spyware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti-Spyware scans be completed more frequently than weekly.

## **3. Protect Data**

- 3.1 Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)
- 3.2 All CCCR data is classified as Confidential and must be secured to this requirement at a minimum.
- 3.3 Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
- 3.4 Encrypt all credit reporting agency data and information when stored on any laptop computer and in the database using AES or 3DES with 128-bit key encryption at a minimum.
- 3.5 Only open email attachments and links from trusted sources and after verifying legitimacy.

## **4. Maintain an Information Security Policy**

- 4.1 Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the GLB Safeguard Rule.
- 4.2 Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.
- 4.3 The FACTA Disposal Rules requires that you implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.
- 4.4 Implement and maintain ongoing mandatory security training and awareness sessions for all staff to underscore the importance of security within your organization.

## **5. Build and Maintain a Secure Network**

- 5.1 Protect Internet connections with dedicated, industry-recognized Firewalls that are configured and managed using industry best security practices.
- 5.2 Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.

- 5.3 Administrative access to Firewalls and servers must be performed through a secure internal wired connection only.
- 5.4 Any stand-alone computers that directly access the Internet must have a desktop Firewall deployed that is installed and configured to block unnecessary/unused ports, services, and network traffic.
- 5.5 Encrypt Wireless access points with a minimum of WEP 128 bit encryption, WPA encryption where available.
- 5.6 Disable vendor default passwords, SSIDs and IP Addresses on Wireless access points and restrict authentication on the configuration of the access point.

**6. Regularly Monitor and Test Networks**

- 6.1 Perform regular tests on information systems (port scanning, virus scanning, vulnerability scanning).
- 6.2 Use current best practices to protect your telecommunications systems and any computer system or network device(s) you use to provide Services hereunder to access credit reporting agency systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by:
  - Protecting against intrusions.
  - Securing the computer systems and network devices.
  - Protecting against intrusions of operating systems or software.

**Record Retention:** *The Federal Equal Opportunities Act states that a creditor must preserve all written or recorded information connected with an application for 25 months. In keeping with the ECOA, the credit reporting agency requires that you retain the credit application and, if applicable, a purchase agreement for a period of not less than 25 months. When conducting an investigation, particularly following a breach or a consumer complaint that your company impermissibly accessed their credit report, the credit reporting agency will contact you and will request a copy of the original application signed by the consumer or, if applicable, a copy of the sales contract.*

*“Under Section 621 (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.”*

By signing below, I acknowledge that I, as well as my employees and agents, have read and understand the above policies, and will keep a copy of this document in our files.

\_\_\_\_\_  
Name of Landlord

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Landlord

**PERMISSIBLE PURPOSE ADDENDUM & VERMONT CONSUMER CONSENT**

As stated by § 604 of the Fair Credit Reporting Act (<http://www.ftc.gov>), Client maintains that it will request credit reports only for a permissible purpose. Client will obtain consumer reports from CCCR only when the issued reports are to be used as a constituent of a legally valid business proceeding involving the consumer. Client is the end user and will not further resell credit information to third parties.

The following are examples of **permissible purposes** (Sec. 604 of FCRA), which Client may procure credit:

- In connection with a credit transaction involving the customer 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.
- For employment screening or tenant screening purposes involving the consumer.
- For a legitimate business need in connection with a business transaction that is initiated by the consumer.

The following is a list of businesses or purposes, for which we are not allowed to provide credit reports:

- Attorneys or law offices of any type
- Private detectives, detective agencies, or investigative companies
- Bail Bondsman or Check Cashing
- Employment Screening or Tenant Screening (unless you are the end user)
- Credit Counseling, Credit Repair, or Financial Counseling
- Dating Services; Locating Missing Persons; Asset Location Services
- Individuals seeking information for their private use
- Law Enforcement (except for employment screening)
- Companies that resell credit reports to third parties
- Any company or person involved in credit fraud or other unethical business practices
- Companies listed on the credit bureaus Alert List

**Vermont Consumer Consent:** Client agrees to comply with Vermont Fair Credit Reporting Statute, 9 V.S.A. Section 2480e (1999), which provides:

- (a) A person shall not obtain the credit report of a consumer unless:
  - (1) the report is obtained in response to a court order having jurisdiction to issue such an order; or
  - (2) the person has secured the consent of the consumer in writing, and the report is used for the purposes 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 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.

By signing below, I acknowledge that I, as well as my employees and agents, have read and understand the above policies, and will keep a copy of this document in our files.

\_\_\_\_\_  
**Name of Landlord**

\_\_\_\_\_  
**Date**

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**Signature of Landlord**

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## CREDIT SCORING AGREEMENT

The following terms shall be applicable to all Cal Coast Credit Report's (CCCR) clients, its employees, agents, or affiliates (hereinafter Client) using credit scores and reason codes generated by the Experian/Fair, Isaac Model:

- (i) Client warrants that it has a "permissible purpose" under the FCRA, as it may be amended from time to time, to obtain the information derived from the Model.
- (ii) Client agrees 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) Clients must 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 or agents with a "need to know" and to no other person;
- (iv) Notwithstanding any contrary provision of our Service Agreement, Client may disclose the Scores under this Agreement to credit applicants, when accompanied by the corresponding reason codes, in the context of bona fide lending transactions and decisions only.
- (v) Client must comply with all applicable laws and regulations in using the Scores and reason codes purchased from CCCR;
- (vi) Client is prohibited from using the trademarks, service marks, logos, names, or any other proprietary designations, whether registered or unregistered, of Experian Information Solutions or Fair, Isaac and Company, or the affiliates of either of them, or of any other party involved in the provision of the Model without such entity's prior written consent;
- (vii) Client is prohibited from attempting, in any manner, to discover or reverse engineer any confidential and proprietary criteria developed or used by Experian in performing the Model;
- (viii) Experian warrants that the Model is empirically derived and demonstrably and statistically sound and that to the extent the population to which the Model is applied is similar to the population sample on which the Model was developed, the Model score may be relied upon by CCCR and/or Client to rank consumers in the order of the risk of unsatisfactory payment such consumers might present to Client. Experian further warrants that so long as it provides the Model, it will comply with regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC Section 1691 *et seq.* THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES EXPERIAN HAVE GIVEN CCCR AND/OR CLIENT WITH RESPECT TO THE MODEL AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EXPERIAN MIGHT HAVE GIVEN CCCR AND/OR CLIENT WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CCCR and each respective Client's rights under the foregoing Warranty are expressly conditioned upon each respective Client's periodic revalidation of the Model in compliance with the requirements of Regulation B as it may be amended from time to time (12 CFR Section 202 *et seq.*).
- (ix) A provision limiting the aggregate liability of Experian to each Client to the lesser of the Fees paid by CCCR to Experian pursuant to Section 3.A of this Agreement (see below) for the Model resold to the pertinent Client during the 6 month period immediately preceding the Client's claim, or the fees paid by the pertinent Client to CCCR under the Resale Contract during said 6 months period, and excluding any liability of Experian for incidental, indirect, special or consequential damages of any kind.
  - 3.A. In consideration of Experian/Fair, Isaac's performance of the Model, CCCR will pay Experian/Fair, Isaac fees as agreed upon in writing by CCCR and Experian/Fair, Isaac from time to time.

\_\_\_\_\_  
Name of Landlord

\_\_\_\_\_  
Date

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Signature of Landlord

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