

## **ALLIANCE 2020 TENANT SCREENING/CONFIDENTIALITY AGREEMENT-END USER**

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Alliance Credit Services, Inc. dba as Alliance 2020, Windermere Real Estate/SG, Inc. dba Windermere Real Estate/Mercer Island and \_\_\_\_\_.

### **PROVISION OF CREDIT INFORMATION**

1. Subscriber certifies that consumer reports, as defined by the Federal Fair Credit Reporting Act, 15 U.S.C. Section 1681, and et seq. ("FCRA"), will be ordered only when intended to be used as a factor in establishing a consumer's eligibility for new or continued credit, collection of an account, insurance, licensing, employment purposes, or otherwise in connection with a legitimate business transaction involving the consumer, and such reports will be used for no other purpose, including resale to the subject consumer or to another reseller or broker of consumer reports. Subscriber certifies that reports on its employees will be requested only by its designated representative. Subscriber employees will be forbidden to attempt to obtain reports on themselves or associates, or on any other person except in the exercise of their official duties. Subscriber further certifies that its policies and procedures are designed to comply with Section 1681(e) of the FCRA and other applicable state or federal laws.

(A) Subscriber certifies that it will use information obtained from Alliance 2020 only for purposes permitted under the FCRA.

Describe below the purpose for obtaining information from Alliance 2020):

(B) Subscriber has read and understands its obligations under the FCRA and the penalties for requesting consumer report information under false pretenses and signed a certification to this effect.

(C) Subscriber certifies it is not one of the businesses or business types listed on Exhibit A – Businesses Prohibited from Accessing Credit Reports Under this Agreement which is attached to this agreement. Nevertheless, Alliance 2020 may in its sole discretion deny access to Alliance 2020 information by certain applicants, even though otherwise "qualified." Subscriber releases Alliance 2020, Equifax, Experian, Trans union and its agents from any and all claims, demands, actions, causes for action, suits, costs, damages, expenses, compensation, penalties, liabilities and obligations of any kind or nature whatsoever arising out of or relating to such denial. Further, Subscriber covenants not to sue or maintain any claim, cause of action, demand, cross-action, counterclaim, third-party action or other form of pleading against Alliance 2020 arising out of or relating to such denial.

(D) Subscriber certifies it will not resell information obtained from Alliance 2020, Equifax, Experian and/or Transunion.

(E) Subscriber certifies that information obtained from Alliance 2020 will not be forwarded or shared in any manner with any third party.

2. Subscriber understands that Alliance 2020 services will only be available to those applicants who have a FCRA permissible purposes listed in Section 1.

3. Subscriber will establish strict procedures so that subscriber employees or agents do not access Alliance 2020 Credit Information other than the permissible purpose. Alliance 2020 will immediately cease providing credit information to the subscriber that no longer has a permissible purpose under the FCRA.

4. Subscriber understands that Alliance 2020 may periodically audit subscriber requests regarding their compliance with the FCRA. Audits will be conducted by mail whenever possible and will require subscriber to provide documentation as to permissible uses of particular consumer reports. Subscriber will cooperate fully and promptly in the conduct of such audits.

5. If the disclosure of any information or reports by Subscribers leads to any claims or litigation, subscriber will indemnify Alliance 2020, Experian, Transunion, Equifax, its agents, employees, and independent contractors, for any liability, damages or expenses resulting there from.

6. Subscriber shall refer all consumer disputes to Alliance 2020. Subscriber will establish strict procedures so that subscribers' employees and agents refer to Alliance 2020 all requests for disclosure from the subject to Alliance 2020. 7. Subscriber agrees to protect and dispose of consumer information in a manner agreeable to Alliance 2020. 8. Subscriber recognizes that the accuracy of any information furnished is not guaranteed by Alliance 2020, and releases Alliance 2020 and Alliance 2020s' agents, employees, credit reporting agencies (including but not limited to Equifax, Experian, Trans Union) and independent contractors from liability for any negligence in connection with the preparation of Alliance 2020 information, and from any loss or expense suffered by subscriber users resulting directly or indirectly from Alliance 2020 reports. Subscriber covenants not to sue or maintain any claim, cause of action, demand, crossaction, counterclaim, third-party action or other form of pleading against Alliance 2020, Alliance 2020s' agents, employees, credit reporting agencies (including but not limited to Equifax, Experian, Trans Union), and independent contractors arising out of or relating in any way to the accuracy or Inaccuracy, validity or no validity, or any of the Alliance 2020 credit information.

9. **DISCLAIMER OF WARRANTIES: OTHER THAN THOSE EXPRESSED IN THIS AGREEMENT, ALLIANCE 2020 MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

10. If the disclosure of any information or reports by subscriber leads to any claims or litigation, subscriber will indemnify Alliance 2020, its agents, employees, affiliated credit reporting agencies (including but not limited to Equifax, Experian, Trans Union) and independent contractors for any liability, damage or expense resulting from that disclosure.

11. EXHIBITS AND ADDENDUMS: All Exhibits and Addendums attached are a part of this Agreement and are expressly incorporated into it, and all blanks in the Exhibits and Addendums, if any, will be completed as required in order to consummate the transactions contemplated and in accordance with this Agreement.

12. WAIVER OF RIGHTS: Failure of any party to enforce any of its respective rights or remedies hereunder with respect to any specific act or failure to act of any party will not constitute a waiver of the rights of that party to enforce those rights and remedies with respect to any other or subsequent act or failure to act.

13. CERTIFICATION STATEMENT: It is recognized and understood that the Fair Reporting Act provides that anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency (such as Alliance 2020 under false pretenses) may be liable to any consumer in an amount equal to the sum of:

(A) Any actual damages sustained by the consumer as a result of the failure to comply.

(B) Such amount of punitive damages as the court may allow

(C) In the case of any successful action to enforce any liability under this section, the costs of the action together with reasonable attorney's fees as determined by the court.

14. PAYMENT TERMS - ATTORNEY FEES: It is agreed all invoices are due and payable within twenty days of receipt. If payment is not received within twenty days it is understood our account will be placed on hold until full payment is received. In the event our account is place on hold, Alliance 2020 at it option may require a deposit in the amount of our past two months billing. In the event our account is place for collection, it is understood the prevailing party shall be entitled to reasonable attorney fees and collections fees. In any action or processing involving a dispute between the parties arising out of this agreement, the prevailing party shall be entitled to reasonable attorney fees.

15. ENTIRE AGREEMENT: This Agreement, including the Exhibits and Addendums hereto, constitutes the entire Agreement between the parties and supersedes and cancels any and all prior agreement between the parties relating to the subject matter. No changes in this Agreement may be made except in writing signed by both parties.

16. TERM AND TERMINATION: This agreement remains in force but may be terminated by either party with or without notice. If the subscriber is delinquent in the payment of charges or is guilty of violating the term of this Agreement, Alliance 2020 may, at its election, discontinue providing services to subscriber and cancel this Agreement immediately. In the event of termination of this Agreement for any reason, the provisions of the foregoing paragraphs will remain in full force and effect as to all Alliance 2020 which subscriber has requested or received from Alliance 2020 prior to the cancellation date.

17. DISPOSAL OF CONSUMER INFORMATION: As used herein, the term "Consumer Information" shall mean any record about an individual, whether in paper, electronic, or other form, that is a consumer report or is derived from a consumer report. Consumer information also means a compilation of such records. Consumer information does not include information that does not identify individuals, such as aggregate information or blind data. "Dispose," "disposing," or "disposal" means: (i) The discarding or abandonment of consumer information, or (ii) The sale, donation or transfer of any medium, including computer equipment, upon which consumer information is stored. (iii) The shredding or burning of fabric or film ribbons used in printers, typewriters and/or copy machines that retain an impression of the image that was printed, transmitted or reproduced.

(A) Standard. An person who maintains consumer information for a business purpose must properly dispose of such information by taking reasonable measures to protect against unauthorized access to or use of the information in connection with its disposal

(B) Examples. Reasonable measures to protect against unauthorized access to or use of consumer information in connection with its disposal include the following examples: (i) Implementing and monitoring compliance with policies and procedures that requires the burning, pulverizing, or shredding of papers containing consumer information so that the information cannot practicably be read or reconstructed, (ii) Implementing and monitoring compliance with policies and procedures that require the destruction or erasure of electronic media containing consumer information so that the information cannot practicably be read or reconstructed, (iii) After due diligence, entering into and monitoring compliance with a contract with another party engaged in the business of record destruction to dispose of material, specifically identified as consumer information, in a manner consistent with this rule, (iv) For persons who maintain consumer information through their provision of services directly to a person subject to this part, implementing and monitoring compliance with policies and procedures that protect against unauthorized or unintentional disposal of consumer information, and disposing of such information in accordance with examples (B)(i) and (ii) of this section.

Subscriber Name \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_