

Certified Tenants Services, INC. dba Interquest Information Services

Ph (573) 339-1505 * Fax (573) 332-2786

1606 Independence #5 Cape Girardeau, Missouri 63701

PHYSICAL ADDRESS OF BUSINESS (Must be provided)

Business Name: _____

Type of Business: _____

Address: _____

City/State/Zip _____

Phone # _____ Fax # _____

Email: _____

Contact Name(s):

Primary _____ Secondary _____

Company/Business website: _____

BILLING ADDRESS (Invoices sent here if different from the one above)

____ Check here if billing address is the same.

Business Name: _____

Address: _____

City/State/Zip _____

Phone # _____ Fax # _____

Email: _____

Contact Name(s):

Primary _____ Secondary _____

APPLICANTS PLEASE PROVIDE THE FOLLOWING BUSINESS INFORMATION

1. Business Banking Information (Banking Information requested must be included)

Financial Institution: _____

City _____ State _____ Phone _____

Federal Tax ID Number: _____

Account Number: _____ Account No. 2: _____

2. Sole proprietors or partnerships must identify the principal(s) of your business below:

Name	Hm Address	DOB	Social Security Number	Telephone
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Name	Hm Address	DOB	Social Security Number	Telephone
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2. Please choose your payment preference: (Net Accounts must first be pre-approved)

Net 10 Visa MasterCard American Express

Name as it appears on card: _____

Card Number: _____ Expiration Date: _____

Signature of Cardholder _____

BUSINESS REFERENCES (please provide three)

1. Business Name: _____

Address: _____

City/State/Zip _____

Phone # _____

Fax # _____

Email: _____

Contact Name(s):

Primary _____ Secondary _____

2. Business Name: _____

Address: _____

City/State/Zip _____

Phone # _____

Fax # _____

Email: _____

Contact Name(s):

Primary _____ Secondary _____

3. Business Name: _____
 Address: _____
 City/State/Zip _____
 Phone # _____
 Fax # _____
 Email: _____
 Contact Name(s):
 Primary _____ Secondary _____

Agreement between Certified Tenants Services, INC. dba Interquest Information Services and _____ on this _____ day of _____, _____.

This agreement, effective upon mutual execution of the parties, is by and between Certified Tenants Services Inc. dba Interquest Information Services, hereinafter "Agency", and the company or other entity set forth above, hereinafter "Client".

Terms and conditions for use of Agency's services are as follows:

1) SERVICE - Agency is a consumer reporting agency as such terms is defined in the federal Fair Credit Reporting Act, 15 U.S.C. §1681 et. Seq., as amended (.FCRA.) and provides employee background checking and verification services using public record research and information obtained from Third Parties.

After review and approval of the completed Service Application submitted by Client and the mutual execution of this Agreement, Agency will provide Client with a Consumer Report, an Investigative Consumer Report, and/or a Consumer Credit Report based on its findings, hereinafter, "Report". Client hereby subscribes to Services and agrees to pay to the Agency the applicable rates and charges set forth in paragraph five below.

Agency will provide Client with sample letters, required documents and release forms along with all requirements necessary to conform with the FCRA including the amendments set forth in the Consumer Credit Reporting Act of 1996 FCRA § §601-625 and the Consumer Reporting Clarification Act of 1998.

If a consumer reporting agency or user of such information willfully fails to comply with any FCRA requirements, the Consumer Reporting Agency and its agents and/or the user are responsible to the subject of the report. In addition, any individual who knowingly and willfully obtains information from a consumer reporting agency under false pretenses will be fined not more than \$5,000 and imprisoned not more than one year or both.

1. End User is a _____ **[Insert type of business]** and has a permissible purpose for obtaining consumer reports in accordance with the Fair Credit Reporting Act (15 U.S .C. § 1681 et seq.) including, without limitation, all amendments thereto ("FCRA"). The End User certifies its permissible purpose as:

- _ In connection with a credit transaction involving the consumer 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; or
- _ In connection with the underwriting of insurance involving the consumer or review of existing policy holders for insurance underwriting purposes, or in connection with an insurance claim where written permission of the consumer has been obtained; or
 - _ In connection with a tenant screening application involving the consumer; or In accordance with the written instructions of the consumer; or_ For a legitimate business need in connection with a business transaction that is initiated by the consumer; or

- _ As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks.
2. End User certifies that End User shall use the consumer reports: (a) solely for the Subscriber's certified use(s); and (b) solely for End User's exclusive one-time use. End User shall not request, obtain or use consumer reports for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this Agreement to any other party, whether alone, in conjunction with End User's own data, or otherwise in any service which is derived from the consumer reports. The consumer reports shall be requested by, and disclosed by End User only to End User's designated and authorized employees having a need to know and only to the extent necessary to enable End User to use the Consumer Reports in accordance with this Agreement. End User shall ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates, or any other person except in the exercise of their official duties.
 3. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
 4. THE FCRA 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. End User shall use each Consumer Report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that End User may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report. Moreover, unless otherwise explicitly authorized in an agreement between Reseller and its End User for scores obtained from TransUnion, or as explicitly otherwise authorized in advance and in writing by TransUnion through Reseller, End User shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.
 6. With just cause, such as violation of the terms of the End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the End User's agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately.
 7. End User will request Scores only for End User's exclusive use. End User may store Scores solely for End User's own use in furtherance of End User's original purpose for obtaining the Scores. End User shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person except (i) to those employees of End User with a need to know and in the course of their employment; (ii) to those third party processing agents of End User who have executed an agreement that limits the use of the Scores by the third party to the use permitted to End User and contains the prohibitions set forth herein regarding model development, model calibration and reverse engineering; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; or (iv) as required by law.

Client has read and understands the FCRA Requirements and attachments to this Agreement, which are incorporated herein by reference, and will take all reasonable measures to enforce them within its facility. Subscriber will not resell reports to any third party.

Permissible Purpose Appropriate Use.**(Application will not be processed unless this information is provided)**

Please describe the specific purpose for which consumer credit file information will be used. (What will you do with the information obtained?) This section **MUST** be completed.

3) PERFORMANCE - Agency will use its best efforts to provide timely dissemination of available information in a manner consistent with standard business practices, typically within two to five business days. However, Agency shall not be responsible for delays or failures in performance resulting from acts beyond the control of Agency. Such acts shall include, but shall not be limited to: Acts of God, strikes, lock-outs, riots, governmental regulations superimposed after the fact, fire, system failures, power outages, earthquakes, or other disasters. Client hereby acknowledges that from time to time, reports may be delayed due to a jurisdictional delay, slow information source or unusual circumstances beyond the control of Agency.

4) TERM OF AGREEMENT - This Agreement shall be for a term of month to month, and shall be extended automatically for additional like terms unless either party submits written notice of termination thirty (30) days prior to the intended date of termination. See paragraph six below (NOTICES).

5) CHARGES TO CLIENT AND PAYMENT TERMS - Payment for services is on a statement system based on Client's wishes and/or credit worthiness. Bill to Client's payments is due within thirty (30) days of receipt of the monthly statement of services. Accounts over 30 days past due the a credit card will be charged. Statement balances unpaid as of thirty (30) days following statement date will accrue a finance charge of 2% per month or the highest lawful rate, whichever is more. For each response to a request for a chargeable service, Client agrees to pay to Agency the applicable charge then prevailing for Services rendered to Client. Client agrees to pay to Agency \$25.00 for any check that is returned unpaid by Client's bank. Client is responsible for and will be charged for any overdue account collection expenses including, but not limited to: Agent fees, legal fees and other associated expenses. Unless otherwise agree to in writing, Client shall pay to Agency its then current prices for services rendered as updated from time to time through announcements, bulletins and published price schedules. All current and future pricing documents are deemed incorporated herein.

Client shall not have the right to dispute an invoice if unpaid in thirty (30) days unless payment is made within thirty (30) days of the undisputed amount, accompanied by a letter protesting the disputed amount.

6) NOTICES - Any notice requiring or permitted to be given hereunder, shall be in writing, and shall be sent certified mail to Client at the address on the face hereof and to CTS/Interquest at PO BOX 2082 Cape Girardeau, MO 63702-2082.

7) ASSIGNMENT -Client shall not assign this Agreement without Agency's prior consent.

8) NEGATION OF LIABILITY AND DISCLAIMER OF WARRANTY - Although every effort is made to assure accuracy, CERTIFIED TENANT SERVICES, INC DBA INTERQUEST and/or Agency does not act as the final guarantor of the information's accuracy or completeness as it is neither the maker nor the keeper of the information included in the Report it prepares. Regarding the procuring, collection, or communicating of information contained in any Report provided to Client; except for Agency's gross negligence; CERTIFIED TENANT SERVICES, INC DBA INTERQUEST, Agency, its affiliated companies, associations or agents; (1) does not guarantee, represent, or warrant that its services will prevent any loss, that its services may not be circumvented, or that its services will in all cases provide the protection or information for which the services were intended; and, (2) does not guarantee, represent, or warrant the completeness or correctness of the information provided in any Report; and, (3) Client shall not seek indemnification from any losses nor shall Agency be liable for any claim, loss, damage or injury caused by the neglect, other act, or failure to act on the part of Client of any third party entities (including their agents) not affiliated with Agency. With regard to any act of gross negligence by Agency that is ultimately substantiated in the appropriate forum, Client may seek and Agency shall accept liability as outlined in the FCRA.

Use or reliance on any information contained in Reports provided to Client shall be solely at Client's risk and shall constitute a waiver of any claim against Agency, and a release of each Agency affiliated company and association at any party supplying information to any of them. Final verification of an individual's identity and use of the Report contents are Client's sole responsibility.

9) SUBSCRIBER CREDIT INFORMATION - By executing this Agreement, Client acknowledges and agrees that Agency in accordance with the FCRA in connection with this application may request its consumer credit report. Subsequent consumer credit reports may be requested in connection with any update, renewal or extension of credit to Client.

10) AUTHORITY - Each party has full power and authority to enter into and perform this Agreement and the persons signing this contract on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that they have read this Agreement, understand it, and agree to be bound by it.

11) SEVERABILITY - If that any term or provision of this Agreement shall be found to be illegal or unenforceable then that portion shall be considered to be removed from this Agreement and it shall not affect the enforceability of the remainder of this Agreement.

12) INDEMNIFICATION - Client hereby agrees to protect, indemnify, defend and hold harmless Agency and all third parties from and against any and all costs, claims, demands, damages, losses and liabilities (including legal fees) arising from or in any way related to the use of information by Client (or any third party receiving such information from or through Client) obtained from Agency.

13) REPRESENTATIONS - Each party to this Agreement represents and warrants that (i) it is free to enter into the Agreement and that it is not subject to any restrictions, which might prohibit it from fulfilling its responsibilities and duties; and (ii) it will comply with all applicable laws, rules and regulations in performing its obligations hereunder.

14) ENTIRE AGREEMENT - This Agreement constitutes the entire agreement between the parties with respect to this subject matter, and all prior agreements and/or representations, whether oral or written, are superseded hereby.

I have read and understand the "FCRA Requirements" notice and "Access Security Requirements" and will take all reasonable measures to enforce them within my facility. I certify that I will use the Transunion product information for no other purpose other than what is stated in the Permissible Purpose/Appropriate Use section on this application and for the type of business listed on this application. I will not resell the report to any third party. I understand that if my system is used improperly by company personnel, or if my access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of my company, I may be held responsible for financial losses, fees, or monetary charges that may be incurred and that my access privilege may be terminated.

SIGNATURES:

ACCEPTED:

**ACCEPTED:
CTS/Interquest**

CLIENT

AGENCY

By:

By:

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATED

DATED