

# SCREENING SERVICE AGREEMENT

THIS SCREENING SERVICE AGREEMENT ("Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between USA Special Services, LLC, Inc., a Delaware corporation with a mailing address at 3000 Montour Church Road, Montour Plaza Suite 100 Oakdale, PA 15108 USA Phone: 412.446.0036 FAX: 412.446.0036 ("USA Special Services, LLC"), and the party identified below ("Client"). USA Special Services, LLC and Client are hereinafter sometimes individually referred to as a "Party" and collectively as the "Parties".

Client's Name (If entity, full legal name of entity):

## TERMS AND CONDITIONS OF SERVICE

**1. TERMS AND CONDITIONS.** This Agreement contains the standard terms and conditions for USA Special Services, LLC's Services (as defined below) to Client. These terms and conditions are supplemented by the exhibits attached hereto ("Exhibits") and USA Special Services, LLC's Policies and Procedures (as defined below) containing additional terms and conditions, including those applicable to the specific "Services" (as defined below) to be rendered hereunder. The Exhibits attached to this Agreement and USA Special Services, LLC's Policies and Procedures (as defined below) form a material part of this Agreement, and all references to this Agreement, unless otherwise specified, include such Exhibits and USA Special Services, LLC's Policies and Procedures.

**2. SERVICES.** During the Term (as defined below) and in accordance with the terms of this Agreement and Applicable Law (as defined below), Client may request and USA Special Services, LLC may provide to Client (a) Consumer Reports ("Report" or "Reports"), as defined under the Fair Credit Reporting Act (15 U.S.C., §1681 et seq., as the same may be amended from time to time, the "FCRA"), (b) USA Special Services, LLC's Client management reports, and/or (c) any other services as specifically agreed in writing by the Parties (collectively referred to as the "Services"). Terms used in this Agreement but not otherwise explicitly defined shall have the meaning ascribed to them under the FCRA. The Services to be provided pursuant to this Agreement shall not be deemed to constitute a bulk sale of data.

**3. ACCOUNT ACTIVATION.** USA Special Services, LLC requires and Client agrees to provide and to keep current the Client Information required in USA Special Services, LLC's Policies and Procedures applicable to End-Users, which may be modified by USA Special Services, LLC from time to time, a copy of which may be retrieved on USA Special Services, LLC's website at [http://www.USA\\_Special\\_Services.LLC.com/policy.pdf](http://www.USA_Special_Services.LLC.com/policy.pdf), as such web site may be changed from time to time ("USA Special Services, LLC's Policies and Procedures"). Furthermore, USA Special Services, LLC requires and Client agrees to comply with and provide certain compliance information and materials, all as set forth in USA Special Services, LLC's Policies and Procedures. Client's account will not be activated and the Services contemplated hereunder will not be available to Client until and unless all requirements set forth in USA Special Services, LLC's Policies and Procedures have been satisfied and continue to be satisfied by Client to the satisfaction of USA Special Services, LLC. Subject to USA Special Services, LLC's prior written approval, Client may request that additional properties, sites, or communities of Client be added as sub-accounts under this Agreement by providing USA Special Services, LLC with the additional Client sub-account information set forth in USA Special Services, LLC's Policies and Procedures, and Client shall be deemed the "Headquarters Account" for this purpose. These requirements shall also apply to any such sub-accounts. Client certifies, represents and warrants that it either owns and/or manages the Headquarters Account and each sub-account authorized for Service hereunder. Client hereby unconditionally certifies, guarantees, and warrants that each account will abide by, and be subject to, every agreement, covenant, term, restriction and condition of this Agreement, Applicable Law, and any applicable amendment, modification, addition, or renewal thereof, and Client shall remain the primary obligor for the compliance obligations and all other duties, obligations and/or liabilities of each account hereunder. Client shall be solely and entirely responsible to communicate to all of its accounts all requirements imposed on Client and its accounts under this Agreement and Applicable Law and to ensure that each of its accounts are at all times compliant with such requirements. Furthermore, Client shall be considered a guarantor of all of its sub-accounts obligations hereunder. For the purpose of this Agreement, the term Client includes all of Client's sub-accounts. In the event this Agreement is entered into on behalf of or for Client by an agent and/or representative of Client (such as a management company), by executing this Agreement, such agent and/or representative of the Client hereby unconditionally certifies, guarantees, and warrants that it will abide by, and be subject to, every agreement, covenant, term, restriction and condition of this Agreement, Applicable Law regarding the acquisition, use, handling and disposal of Consumer Reports and information contained therein, and any applicable amendment, modification, addition, or renewal thereof.

**4. COMPLIANCE REQUIREMENTS AND APPLICABLE LAW.** Client acknowledges that, in addition to the Compliance Requirements set forth in this Agreement, the FCRA, the Gramm-Leach-Bliley Act (15 U.S.C., §6801 et seq., as the same may be amended from time to time, "GLB"), and other Federal, state and local laws, statutes, regulations,

rules, ordinances and/or court orders (collectively referred to as "Applicable Law") other compliance requirements from USA Special Services, LLC's third party vendors (including but not limited to requirements from the credit bureaus) may govern the acquisition and/or use of Consumer Report information and the Parties' obligations under this Agreement. The full text of the FCRA and GLB can be obtained from the Federal Trade Commission website at <http://www.ftc.gov>, as such web site may be changed from time to time. In addition to all other terms of this Agreement, Client represents, warrants, and certifies that:

(a) Client's performance of this Agreement, including access to and the use of Consumer Report information, will be at all times in strict compliance with this Agreement and Applicable Law. Client agrees to cooperate fully and unconditionally with USA Special Services, LLC in any periodic reviews, audits, or investigations of Client's compliance with its obligations under this Agreement and Applicable Law. USA Special Services, LLC and/or its designee shall have the right to enter Client's and/or its sub-accounts' place of business during normal business hours and with reasonable notice to audit Client and/or its sub-accounts, and Client shall provide access to such personnel, properties, files, and records (both physical and electronic) as may be reasonably required by USA Special Services, LLC and/or its designee for that purpose;

(b) Client will request the Reports, use information contained therein and use the Services solely for Client's use for a "Permissible Purpose," as the term is defined under the FCRA, and only to the limited extent set forth in [Exhibit A](#), attached hereto and incorporated herein and will not request and/or use any Report, information contained therein, and the Services for any other purpose, regardless of whether permitted by law;

(c) Client has received the following documents, which are made a material part of this Agreement, and agree to comply with the requirements set forth in the said documents, as the same may be revised from time to time: (i) Prescribed Summary of Consumer Rights (Appendix A to Part 601 of the FCRA), (ii) Prescribed Notice of Furnisher Responsibility (Appendix B to Part 601 of the FCRA), (iii) Prescribed Notice of User Responsibility (Appendix C to Part 601 of the FCRA), and (iv) Prescribed Summary of Identity Theft Rights (Appendix E to Part 698 of the FCRA). The full text of above described Appendices to the FCRA can be obtained from the Federal Trade Commission Website at <http://www.ftc.gov>, as such web site may be changed from time to time;

(d) Client shall obtain proper Consumer authorizations from Consumers and, when applicable, proper Consumer notification shall be provided to Consumers prior to requesting a Report from USA Special Services, LLC, in accordance with Applicable Law. Notwithstanding the foregoing, Client will not request a Consumer Report from USA Special Services, LLC unless it has first obtained the Consumer's written authorization, whether or not local, state, and/or Federal law requires such written Consumer authorization. Such written authorizations shall also include language that authorizes USA Special Services, LLC to provide an applicant's information to various government, law enforcement, and Consumer Reporting Agencies. If Client wishes to request Reports during or after tenancy, written authorizations shall include language that authorizes Client to obtain Reports for that specific purpose. Sample Consumer notification and authorization may be retrieved on USA Special Services, LLC's website at [http://www.USA\\_Special\\_Services.LLC.com/consumer\\_relations/forms/forms.php](http://www.USA_Special_Services.LLC.com/consumer_relations/forms/forms.php), as such web site may be changed from time to time, and are for guidance purposes only. USA Special Services, LLC strongly recommends that Client consult with an attorney prior to using any sample authorization language. As the User of Consumer Reports, it is Client's sole and exclusive responsibility to ensure compliance with all of the relevant federal, state, and local laws governing the acquisition, use, handling, and disposition of Consumer Reports;

(e) When using a Consumer Report for employment purposes, before taking adverse action based in whole or part on a Consumer Report, in accordance with its duties under the FCRA, Client shall provide the Consumer with a pre-adverse action notification letter that is in compliance with Applicable Law, a copy of the Consumer Report and a copy of the Prescribed Summary of Consumer Rights (Appendix A to Part 601 of the FCRA).

(f) Whenever Client takes an adverse action against a Consumer that is based in whole or in part on information contained in a Consumer Report obtained from USA

Special Services. LLC, consistent with Client's responsibilities under the Fair Credit Reporting Act (See: Prescribed Summary of Consumer Rights) and/or other Applicable Law, Client shall provide the Consumer with (i) an adverse action letter written in compliance with Applicable Law, (ii) a notice that the Consumer is to direct Consumer inquiries to the Consumer Reporting Agency that provided the Report, (iii) the name, address, and telephone number (including the toll-free telephone number) of the Consumer Reporting Agency that furnished the Report to the Client, (iv) a statement that the Consumer Reporting Agency did not make the decision to take adverse action and is unable to provide the Consumer with the specific reasons why adverse action is taken, and (v) a summary of the Consumer's rights in accordance with Applicable Law, including a notice of the Consumer's right to obtain a free copy of the Consumer Report from the Consumer Reporting Agency that provided Client with a Report that contains information upon which adverse action is taken. Sample Adverse Action Letters may be retrieved on USA Special Services. LLC's website at [http://www.USA Special Services. LLC.com/consumer\\_relations/forms/forms.php](http://www.USA Special Services. LLC.com/consumer_relations/forms/forms.php), as such web site may be changed from time to time, and are for guidance purposes only. The prohibitions and restrictions set forth in this Agreement shall not prohibit Client from providing to a Consumer who is the subject of an adverse action by Client with a copy of such Report. Client shall refer all Consumers who have questions or disputes or seek disclosure of information in USA Special Services. LLC's and/or its affiliates' "Consumer Files" to USA Special Services. LLC's address and/or the toll free number for the Consumer Assistance Line. In no event will Client attempt to or hold itself out to the Consumer or the public, as being able to handle disputes on behalf of USA Special Services. LLC's and/or its affiliates, or to reinvestigate information in USA Special Services. LLC's and/or its affiliates' files. In no event will Client attempt to have information on a "Consumer File" changed or altered in any way, other than forwarding the Consumer to USA Special Services. LLC's Consumer Assistance Line;

(g) All written Consumer authorizations required by this Agreement and/or by Applicable Law, along with all adverse action letters provided to Consumers and Consumer applications, including copies of government-issued identification needed to verify the identity of the applicant, shall be retained by Client for a reasonable period of time, but not less than five (5) years, and evidence of such documents shall be made available for inspection by USA Special Services. LLC or its designee upon demand.

(h) Except as otherwise required by Applicable Law, Client will not resell, re-use or otherwise provide or transfer Reports, information contained therein and/or the Service in whole or in part to any other person or entity;

(i) Neither Client nor its employees will request Reports relating to themselves, their families or friends, or request Consumer Report information on other persons other than as permitted by USA Special Services. LLC, this Agreement, and Applicable Law;

(j) Client will not act or provide, at any time or in any way, and will not hold itself out as providing credit clinic, credit repair, credit counseling or other similar services;

(k) In the event of a security breach, Client shall immediately notify USA Special Services. LLC's President in writing and comply with all compliance requirements of Applicable Law. Furthermore, in the event of a security breach of Client's system and/or due to the fault or negligence of Client's employees, agents and/or representatives, Client shall directly notify the affected consumers and the appropriate authorities and/or agencies and provide free credit monitoring to the consumers that were affected by such breach. USA Special Services. LLC reserves the right to step in and take over Client's obligations under this paragraph and Client agrees to indemnify USA Special Services. LLC for the undertaking of such obligations;

(l) Client will not, either directly or indirectly, itself or through any agent or third party, except as authorized by USA Special Services. LLC in writing or in a manner consistent with the provisions of this Agreement, either totally or partially: (i) compile or store the Services; (ii) copy or otherwise reproduce the information, Reports and/or documents obtained through the Services; (iii) merge the Services with any information from any person or entity that is not a Consumer Reporting Agency; and/or (iv) merge the Services with any information from another Consumer Reporting Agency; provided however that Client may obtain the Services together with credit bureau services on its own account;

(m) If the contracting party entering into this Agreement with USA Special Services. LLC (i) is not the owner of the apartment community an applicant applied for, (ii) is screening Consumers on behalf of or for another entity or person, or (iii) is the owner of an apartment community managed or to be managed by a third party, the contracting party will cause such third party to agree in writing to abide by and be bound by the terms of this Agreement and will not provide the Services and/or Reports to such third party until bound in writing as set forth herein. Furthermore, in such case, the contracting party is entering into this Agreement with USA Special Services. LLC on its own behalf and on behalf of such third party; and

(n) Client will give USA Special Services. LLC timely written notice, time being of the essence, in the event of any change in ownership or control (including any change in control pursuant to a management contract) of Client or any of the properties, sites, or communities authorized for Services hereunder, and it will remain fully liable for the use of the Services until proper notification (at least 30 days advance written notice) is

provided to USA Special Services. LLC as set forth herein; and

(o) Each of Client's duly authorized personnel will be assigned a unique logon password to access USA Special Services. LLC's Services; Client and each of such duly authorized personnel shall protect account numbers and passwords used to access USA Special Services. LLC Services in such a way as to be known only to such authorized personnel, and under no circumstances will unauthorized personnel have knowledge of any such account numbers or passwords. Client shall not post in any manner passwords or account numbers within Client's facility. Client further agrees that account numbers and passwords are not to be discussed by telephone to any unknown caller, even if the caller claims to be an employee of Client or USA Special Services. LLC.

5. **INTELLECTUAL PROPERTY RIGHTS.** USA Special Services. LLC hereby grants to Client a non-transferable, non-exclusive, limited license to use certain computer and Internet-based systems for access to the Services ("Access Systems"), subject to the terms, conditions, and restrictions set forth in this Agreement. The term "Access Systems" also includes all related software, training materials, and documentation. Client acknowledges that nothing shall be construed to convey to Client any title, ownership rights, or other interests in such Access Systems or in any copyrights, intellectual property rights, trademarks, works, improvements, or innovations produced, developed, or conceived by USA Special Services. LLC, its agents, affiliates, or employees in connection with this Agreement, and those shall be and remain the exclusive property of USA Special Services. LLC and/or its affiliates, and no rights therein are granted, transferred, assigned, or licensed to Client by this Agreement or by any action or failure to act on the part of USA Special Services. LLC and/or its affiliates, except as specifically provided herein. Any license granted hereunder is restricted to the use of the Access Systems only by the Client and its sub-accounts and only at the physical location of Client's business address set forth herein. USA Special Services. LLC has the sole right at any time and without notice to determine, develop, and modify any and all such Access Systems data, and equipment used to fulfill the Services. Client may only divulge the Access Systems or documentation to its employees and other authorized representatives that need to be aware of such information. Client may terminate any license only by destroying all originals and copies of the Access Systems and related documentation in Client's possession. Any license will also terminate upon termination of this Agreement, in which event the Client shall destroy all copies of the Access Systems and documentation in its possession.

6. **CONFIDENTIALITY.** The terms of this Agreement, Reports, Services, data, information received in performance of this Agreement, and all Access Systems of USA Special Services. LLC and/or its affiliates used to provide the Services are, and shall remain, strictly confidential. Except provided for herein or as required by Applicable Law, no information from Reports and/or Services will be released or disclosed to any other person, except for those whose duty requires they review the information in relation to the applicable Permissible Purpose for which a Report was ordered. Client acknowledges that any information provided may be subject to restrictions imposed on USA Special Services. LLC and/or its affiliates and represents, warrants and certifies that it will not, either directly or indirectly, itself or through any agent or third party request, compile, store, maintain or use information obtained through Reports to build its own database, copy or otherwise reproduce the information in the Reports or use the information contained in the Reports, except as permitted in this Agreement and under Applicable Law. Client agrees that all hard copies and electronic files of Reports are to be secured at all times within Client's facility and protected against release or disclosure to any unauthorized persons. Client agrees that when Reports are no longer needed, and in such case, in accordance with Applicable Law, (a) hard copy Reports will be shredded, destroyed, or otherwise permanently rendered unreadable and (b) electronic files containing Reports will be completely erased and permanently rendered unrecoverable according to procedures that meet or exceed Applicable Law. Client further agrees not to directly or indirectly in any way reveal, report, publish, disclose, or demonstrate to any third parties any information concerning USA Special Services. LLC's Services or the Access Systems, including without limitation the "look and feel" of screens or any functionality of the Access Systems, including the management reports provided to Client with respect to the Services.

7. **REPRESENTATIONS.** Client acknowledges and agrees that (a) USA Special Services. LLC is a Consumer Reporting Agency and that USA Special Services. LLC makes no representations nor warranties regarding the credit-worthiness or suitability for residency and/or employment of any individual, (b) Client will use the Services at its own risk and peril, (c) Client will bring no action or claim, and hereby irrevocably and completely waives and releases all future actions and claims against USA Special Services. LLC and its affiliates for any injury or damage consequent to the provision, non provision or use of the Services, (d) due to the organization of criminal records and/or the nature of the query, there will be instances where no criminal information is reported with regard to persons who in fact have criminal records, (e) there is a wide diversity in the types of criminal records made available by various jurisdictions and in the content of such records, and (f) due to the organization of criminal records and/or the nature of the query, there will be instances where identifying information appears to match the applicant on which a Report is sought, which information may not pertain to the applicant, and that Client will take independent verification of the information contained in the Report to ensure that it pertains to the applicant before Client takes any adverse

action against the applicant. USA Special Services. LLC will use good faith in attempting to obtain data and Consumer Information from sources deemed reliable. Client acknowledges that Consumer Information is secured by and through fallible sources, both human and otherwise, and that for the fee charged, USA Special Services. LLC cannot guarantee the accuracy and/or completeness of the Consumer Information furnished. Client acknowledges that data otherwise available from public record sources may be suppressed in USA Special Services. LLC products in conformance with applicable data obsolescence laws, Applicable Law, USA Special Services. LLC and/or third party vendors' policies. Client acknowledges and agrees that in order to be compliant with certain applicable state laws, USA Special Services. LLC may deem necessary to verify the accuracy of the information during the 30-day period ending on the date on which the Report is furnished prior to providing the Report to Client, and in such case, Client will be charged the standard fee charged by USA Special Services. LLC for such verification. The person executing this Agreement (i) read and understands Client's obligations and duties hereunder, (ii) has direct knowledge of the facts and representations made by Client under this Agreement and (iii) has the authority to sign this Agreement on behalf of Client.

**8. REMEDY FOR NONCONFORMING SERVICES.** If Client reasonably determines that the Services do not meet USA Special Services. LLC's obligations under this Agreement, Client shall so notify USA Special Services. LLC in writing within 10 days after receipt of the Services in question. Client's failure to notify USA Special Services. LLC shall mean that Client unconditionally accepts the Services. If Client notifies USA Special Services. LLC within 10 days after receipt of the Services, then, unless USA Special Services. LLC reasonably disputes Client's claim, USA Special Services. LLC shall, in its sole and absolute discretion, either re-perform the Services in question or credit Client for any Fees (as defined below) Client was charged with respect to the nonconforming Services. USA Special Services. LLC's re-performance of the Services or the credit for any Fees (as defined below) Client was charged for such Services shall constitute Client's sole remedy and USA Special Services. LLC's maximum liability under this Agreement.

**9. MYCOMPANY HELD HARMLESS.** Client shall indemnify, defend, and hold USA Special Services. LLC and its affiliates harmless from and against any and all causes, actions, claims, litigation, demands, liabilities, loss, damage, cost, or expense of whatsoever kind and nature, including but not limited to attorney's fees and court costs, which may be asserted against USA Special Services. LLC and/or its affiliates or which USA Special Services. LLC and/or its affiliates may sustain or incur at any time by reason or in consequence of Client's request for or use of any Service supplied by USA Special Services. LLC and/or its affiliates or arising out of or resulting from any misrepresentation or breach by Client of any provision contained in this Agreement.

**10. TERM OF AGREEMENT.** The term of this Agreement shall begin upon the Effective Date set forth by USA Special Services. LLC on the first page of this Agreement and shall continue in effect until terminated by either Party ("Term"). Either Party may terminate this Agreement, with or without cause, at any time with 30 days prior advance written notice to the other Party. Notwithstanding anything to the contrary herein, USA Special Services. LLC may terminate this Agreement immediately without notice, or take any action it believes is appropriate, including but not limited to blocking Client's (or any sub-account's) access to any or all Services, if USA Special Services. LLC believes that Client (or such sub-account) has made a misrepresentation or failed to comply with any provision of this Agreement. Notwithstanding anything to the contrary herein, the provisions of this Agreement which, by their reasonable terms, are intended to survive the termination of this Agreement shall survive termination. No termination or expiration will relieve either party of any liability for monetary sums owing to the other. Furthermore, each Party's obligations incurred prior to the termination of this Agreement for whatever reason but requiring action subsequent to the termination of this Agreement shall be honored.

**11. FEES AND PAYMENT.** Unless otherwise agreed in writing by the parties, the prices and rates for Services to be rendered hereunder ("Fees") shall be those in effect at time the Services are requested. USA Special Services. LLC reserves the right to revise or modify the "Fees" charged for its Services under this Agreement at any time during the Term. Client agrees to pay the Fees to USA Special Services. LLC upon receipt of an invoice for Services rendered, and all payments shall be due not later than the last day of the month in which the invoice is received. Client agrees to accept an electronic invoice for Services, and paper invoices shall be subject to a service charge. Client will be solely responsible for all applicable federal, state, and local taxes levied or assessed in connection with USA Special Services. LLC's provision of Services, as well as any USA Special Services. LLC surcharges arising out of compliance with applicable regulations, other such government-imposed obligations, and USA Special Services. LLC's third-party vendor obligations (including, but not limited to, court surcharges and credit bureau surcharges). Client specifically agrees that it shall be responsible in all respects for any and all Services performed as a result of any use of Client's assigned access codes, whether or not intended or authorized. In no case may Client dispute charges appearing on an invoice, unless Client provides USA Special Services. LLC's Accounting Department with notice of such dispute within sixty (60) days from the date of the invoice. All past due amounts shall accrue interest at a rate of 1.5% per month. Accounts

suspended for any reason are subject to a reconnection fee, and each returned check shall be assessed a service charge. If collection efforts are required, Client shall pay all costs of collection, including attorneys' fees and court costs.

**12. FORCE MAJEURE.** USA Special Services. LLC shall not be liable for its inability to perform, or for any delay in performing, any of its obligations under this Agreement if that inability or delay is caused by a force majeure event, including, but not limited to, equipment failures, failures or fluctuations in electrical power, lighting, or telecommunications, government action, USA Special Services. LLC's inability to acquire data, services, or other products on terms anticipated by USA Special Services. LLC, or for any other cause reasonably beyond USA Special Services. LLC's control. Such nonperformance shall not be a default hereunder.

**13. CAPACITY OF THE PARTIES.** The parties hereto are independent contractors under this Agreement and nothing herein shall create any agency, partnership, joint venture, or franchise relationship between the Parties.

**14. NO THIRD PARTY BENEFICIARIES.** Nothing in this Agreement, express or implied, is intended to create or confer and shall not be construed or operate as creating or conferring, any rights or remedies under or by reason of this Agreement, upon any Consumer, applicant, resident, prospective resident, employee, prospective employee or person other than the Parties hereto and their successors and permitted assigns.

**15. ASSIGNMENT.** This Agreement may not be assigned by either Party hereto without the prior written consent of the other Party; provided, however, that USA Special Services. LLC may assign this Agreement at any time and without notice, in whole or in part, to its parent company, USA Special Services. LLC Corporation, or to any subsidiary of USA Special Services. LLC Corporation or any company otherwise affiliated with USA Special Services. LLC Corporation or USA Special Services. LLC through common ownership and control.

**16. SEVERABILITY.** All sections, clauses, and covenants contained in this Agreement are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement shall be interpreted as if such invalid sections, clauses, or covenants were not contained herein, without invalidating the remainder of this Agreement, which shall remain in full force and effect.

**17. NO WAIVER.** A delay or omission by either Party to exercise its rights upon any event of noncompliance or default by the other Party shall not impair any such right or be construed to be a waiver thereof. A waiver by either of the Parties of any of the duties, conditions, or agreements of the other Party shall not be construed to be a waiver of any succeeding breach thereof or of any duty, condition, or agreement herein. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to any Party at law or in equity.

**18. NOTICE.** Except as otherwise set forth herein, any notice required to be sent hereunder shall be sent by first class mail or overnight courier service: (a) if to USA Special Services. LLC, addressed to the attention of the Vice President – Operations (except for disputed charges which shall be directed to the Finance Department and regulatory or statutory compliance which shall be directed to the Vice President of Legal Affairs) at the address first set forth above and (b) if to Client, addressed to the authorized representative as set forth in the Client's End User Identification as provided to USA Special Services. LLC by Client, or as otherwise communicated to USA Special Services. LLC in writing.

**19. GOVERNING LAW.** This Agreement shall be governed in accordance with the laws of the United States of America and the State of Maryland, without reference to its choice of law provisions. In the event of litigation arising out of or connected with this Agreement, USA Special Services. LLC and Client agree that the state or Federal courts located in the State of Maryland shall have exclusive jurisdiction, and Client specifically subjects itself to the personal jurisdiction of said courts in the same manner as if this Agreement had been executed and/or was to be performed in the State of Maryland.

**20. DISCLAIMERS AND LIMITATIONS.** USA Special Services. LLC, ITS AFFILIATES AND THEIR SUCCESSORS AND ASSIGNS DO NOT WARRANT AND SPECIFICALLY DISCLAIMS, AND CLIENT HEREBY WAIVES, ANY EXPRESS OR IMPLIED WARRANTY FOR THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, USA SPECIAL SERVICES. LLC, ITS AFFILIATES AND THEIR SUCCESSORS AND ASSIGNS, SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSS, INJURY, OR DAMAGE, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, OR OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, ARISING OUT OF THE PROVISION OR NON PROVISION OF THE SERVICES TO CLIENT BY USA SPECIAL SERVICES. LLC, CLIENT'S USE, OR INABILITY TO USE THE SERVICES, OR IN WHOLE OR IN PART BY USA SPECIAL SERVICES. LLC'S, ITS AFFILIATES' AND THEIR SUCCESSORS' AND ASSIGNS' ACTS AND/OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE, IN PERFORMING ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT. CLIENT RELEASES USA SPECIAL SERVICES. LLC, ITS AFFILIATES AND THEIR SUCCESSORS AND ASSIGNS, AND OTHER COMPANIES FROM WHICH USA SPECIAL SERVICES. LLC, ITS AFFILIATES AND THEIR SUCCESSORS AND ASSIGNS, MAY OBTAIN DATA OR INFORMATION, AND THEIR OFFICERS, AGENTS, EMPLOYEES, AND CONTRACTORS, FROM ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION, LIABILITY OR DAMAGES FROM ANY

NEGLIGENCE IN CONNECTION WITH PREPARATION AND DELIVERY OF THE SERVICES. SHOULD ANY PORTION OF THE DISCLAIMERS OF WARRANTIES HEREIN BE DETERMINED TO BE INVALID OR UNENFORCEABLE, OR SHOULD USA SPECIAL SERVICES. LLC, ITS AFFILIATES AND/OR THEIR SUCCESSORS AND ASSIGNS, BECOME LIABLE FOR DAMAGES ARISING UNDER THIS AGREEMENT FOR ANY OF USA SPECIAL SERVICES. LLC'S, ITS AFFILIATES' AND THEIR SUCCESSORS' AND ASSIGNS' ACTS, OF WHATSOEVER KIND, OR OMISSIONS, THEN CLIENT MAY RECOVER FROM USA SPECIAL SERVICES. LLC AND/OR ITS AFFILIATES AND THEIR SUCCESSORS AND ASSIGNS, ITS DIRECT AND PROVABLE DAMAGES UP TO AN AMOUNT NOT TO EXCEED THE LESSER OF THE PRECEDING THIRTY (30) DAY'S CHARGES PAID BY CLIENT FOR SERVICES OR TWENTY FIVE THOUSAND DOLLARS (\$25,000.00).

**21. ENTIRE AGREEMENT.** This Agreement, the Exhibits attached hereto, USA Special Services. LLC's Policies and Procedures, and the documents referenced therein set forth the entire understanding and agreement between Client and USA Special Services. LLC superseding any prior or contemporaneous oral or written agreements or representations, including all proposals, negotiations, or discussions heretofore had between the Parties related to the Services, except for any addendum or amendment to this Agreement that has been executed in accordance with these terms. This Agreement (excluding the Exhibits attached hereto and USA Special Services. LLC's Policies and Procedures, which can be revised or modified by USA Special Services. LLC) may only be amended by a written instrument signed by all Parties to this Agreement.

**22. CAPTIONS AND HEADINGS.** The captions and headings in this Agreement are for convenience only and shall not be considered a part of this Agreement.

**23. CONSTRUCTION.** All provisions and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or entity may require.

**24. ADDITIONAL ACTIONS AND DOCUMENTS.** Each of the Parties hereto agrees to take or cause to be taken such further actions, to execute and deliver or cause to be executed and delivered such further instruments, and to use their best efforts to obtain such requisite consents as any other party may from time to time reasonably request in order to fully effectuate the purposes, terms, and conditions of this Agreement.

**25. COUNTERPARTS; FACSIMILE SIGNATURES.** This Agreement may be executed by the parties hereto in any number of separate counterparts and all such counterparts so executed constitute one (1) agreement binding on the parties hereto notwithstanding that the parties hereto are not signatories to the same counterpart. This Agreement and any other document to be executed in connection herewith may be delivered by facsimile and documents delivered in such manner shall be binding as though an original thereof had been delivered.

**26. AGREEMENT UNDER SEAL.** This Agreement is intended to be a document under seal and is subject to the twelve-year limitation period enunciated in Section 5-102 of the Maryland Courts and Judicial Proceedings Article.

**27. NO CONSTRUCTION AGAINST THE DRAFTER.** The Parties agree that this Agreement is the result of careful negotiations between sophisticated parties and thus any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement, shall not apply to the terms and conditions of this Agreement.

**28. ATTORNEY'S FEES AND COURT COSTS.** Except as otherwise set forth herein, each party shall be responsible for its own attorney's fees.

**29. NON-DISCLOSURE OF THE TERMS OF THE AGREEMENT.** Except as otherwise required under Applicable Law, Client agrees not to disclose the terms of this Agreement to any other party.

**30. PENALTY UNDER THE FCRA.** The FCRA imposes criminal penalties – including a fine, up to two years in prison, or both – against anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, and other penalties for anyone who obtains such consumer information without a permissible purpose.

IN WITNESS WHEREOF, the Parties hereto have each caused this Agreement to be executed by its duly authorized representative on the date set forth below their respective name to be effective as of the Effective Date set forth on the first page of this Agreement.

Client 's Full Legal Name:
By (authorized signature):  <i>(SEAL)</i>
Printed Name:
Title:
Date Signed (mm/dd/yyyy):

<b>USA Special Services. LLC USA Special Services. LLC, Inc.</b>
By (authorized signature):  <i>(SEAL)</i>
Printed Name:
Title:
Date Signed (mm/dd/yyyy):

**Exhibit A**

**Permissible Purpose**

In addition to all other provisions of this Agreement, Client certifies that all Consumer Report Information requested by, delivered to, and used by Client pursuant to this Agreement shall be (a) **ONLY** for one of the following two Permissible Purposes (as defined in the FCRA) as explicitly approved below, (b) **ONLY** for the Permissible Purpose specified at the time of each such request, and (c) requested only upon written applicant certification of Permissible Purpose, with verifying government issued identification of applicant (including but not limited to passport, Driver's License, or other state-issued identification). Client shall immediately notify USA Special Services. LLC of any change of the allowed permissible purpose set forth below for which the Report will be used.

1. **Resident Screening.** Using the Consumer Report Information for a legitimate business need in connection with a business transaction initiated in writing by the Consumer, which must be limited to applicant screening for residency purposes.

Agreed by Client:  Date:	Approved by USA Special Services. LLC:
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2. **Employment Screening.** Using the Consumer Report Information for a legitimate business need in connection with a business transaction initiated in writing by the Consumer for the limited purpose of evaluating a Consumer for employment, promotion, reassignment, or retention as an employee.

Agreed by Client:  Date:	Approved by USA Special Services. LLC:
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*The remainder of this page has been intentionally left blank.*

**MY COMPANY, Inc., (“USA Special Services. LLC”)**

**Screening Service Agreement  
Policies and Procedures  
Applicable to End Users**

In order to comply with Applicable Law, requirements imposed on USA Special Services. LLC by Trans Union, Equifax, Experian, other consumer reporting agencies, third party vendors, and data service providers and in order to ensure Client’s corresponding compliance, USA Special Services. LLC will strictly enforce USA Special Services. LLC’s Policies and Procedures as set forth herein, which form a material part of the Screening Service Agreement between USA Special Services. LLC and Client (“Agreement”).

These Policies and Procedures applicable to End-Users (“USA Special Services. LLC’s Policies and Procedures”) may be retrieved by Client on USA Special Services. LLC’s website at <http://www.usaspecialservicesllc.com/policy.pdf>; as such website address may be changed from time to time.

USA Special Services. LLC’s Policies and Procedures can be changed by USA Special Services. LLC from time to time based on Applicable Law, agreements with USA Special Services. LLC’s vendors and data service providers, practices in the consumer reporting industry, and for other reasons considered appropriate by USA Special Services. LLC. In the event of Client’s failure to comply with these Policies and Procedures, USA Special Services. LLC’s will exercise its remedies as set forth in the Agreement. **It shall be Client’s sole responsibility to ensure that it is in full compliance with Applicable Law and all of USA Special Services. LLC’s Policies and Procedures before requesting or using any Consumer Report information.**

## I. End User Identification Required for Account Setup and Activation

USA Special Services. LLC must verify the identity of its Clients and the Permissible Purpose for their use of Consumer Reports, as such terms are defined under the FCRA. Accordingly, USA Special Services. LLC requires and Client shall provide to USA Special Services. LLC, and maintain current, certain compliance information and materials.

### A. Contracting Client (Headquarters Account) Information:

- Client's Legal Name:
- Client's Tradename:   
*(if applicable)*
- Physical Address of Client:   
*(Do not use P.O. Box numbers)*  
City:  State:  Zip:
- Mailing Address of Client:   
*(if different from Physical Address)*  
City:  State:  Zip:
- Client Phone Number: (  )   
*(as listed in telephone directory)*
- Client Fax Number: (  )
- Website URL:

### B. Business Enterprise Information:

- Type of Business *(check one)*:  Corporation  Proprietorship  Partnership  LLC  Other  
*(if "Other" is selected, please describe):*
- Business Classification *(check one)*:  Property Owner (Landlord)  Property Management Company  Other  
*(if "Other" is selected, please describe):*
- Date Business Established:  State of Incorporation or Formation:
- List/Describe all Activities for this Business:
- SIC Code:  D-U-N-S Number *(if available)*:

### C. Client Contact Information:

- Contact Name:  Contact's Title:
- Contact's Phone Number: (  )  Contact's Fax Number: (  )
- Contact's Email Address:

### D. Billing Information:

- Client's Remittance/Billing Entity Name:
- Client's Remittance/Billing Address:   
City:  State:  Zip:

**E. Screening Location** *(the location at which reports will be processed/accessed for screening purposes):*

- Name of Apartment Community Where Reports will be Used/Accessed/Requested:
- Physical Address of the Apartment Community for which the Applicant Applied:   
City:  State:  Zip:
- Location Type:  Commercial Office Building  Separate Office in a Residence  Unrestricted Residence
- Number of Units:  Estimated # of Monthly Reports:

**F. Management Company (if applicable):**

If the resident screening will be conducted by an individual/entity other than the Client (i.e. a property management company), please provide a letter from that individual/entity or a copy of the management agreement, and complete the following requested information:

- Legal Name of Management Company:
- Address of Management Company:   
City:  State:  Zip:
- Management Company's Phone Number: (  )
- Management Company's Fax number: (  )
- Contact Name:  Contact's Title:
- Contact's Email Address:

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**II. Physical Inspection**

A satisfactory physical inspection of the premises from which Consumer Reports will be requested, used, and stored will be required. The details of this physical inspection are set forth in the on-site physical inspection form.

**III. On-going Duties**

Client has certain on-going duties including, as an example but without limitation, Client's duties when adverse action is taken by Client with respect to a Consumer's application and Consumer re-investigations. Client will at all times be compliant with such on-going duties. Some of these duties are described in the following FCRA Appendices, and there may be similar and/or additional state duties imposed on an "End-User" of Consumer Reports:

- Prescribed Notice of User Responsibilities (Appendix C to Part 601 of the FCRA).
- Prescribed Summary of Consumer Rights (Appendix A to Part 601 of the FCRA).
- Prescribed Notice of Furnisher Responsibility (Appendix B to Part 601 of the FCRA).
- Prescribed Summary of Identity Theft Rights (Appendix E to Part 698 of the FCRA).

It is Client's duty to maintain updated copies and comply with the requirements set forth in such appendices and other Applicable Law. Copies of the above referenced FCRA Appendices were remitted to Client on or about the Effective Date of the Agreement, and the full text of the FCRA and the above-referenced Appendices can be

obtained from the Federal Trade Commission website at <http://www.ftc.gov> (as such web site address may be changed from time to time).

Changes in Applicable Law or USA Special Services. LLC's Policies and Procedures may require modifications to the Compliance Requirements from time to time, and Client shall comply with said modifications and will provide such other representations, warranties, or compliance materials as shall be required by USA Special Services. LLC. Client agrees to only use faxes in secure office locations and to comply with requests to certify authorized/secured fax numbers on a requested basis.

#### **IV. System Access and Security Requirements**

The Services provided to Client under the Agreement shall be provided by access to USA Special Services. LLC's Access Systems over the Internet, by telephone, by fax, or by hard copy. The following shall apply:

1. The ability to access Reports shall be restricted to only duly authorized personnel, whether by USA Special Services. LLC's Access Systems or otherwise, all according to procedures that meet or exceed all applicable regulations including, but not limited to, the USA Special Services. LLC's policies and procedures, and Applicable Law.
2. Any system or device of any kind used by Client to obtain or receive Reports shall be placed in a secure location within Client's facility, and Client shall take all necessary precautions to secure any such system or device in such a manner as to prevent unauthorized access.
3. All such systems or devices shall be disabled or locked after normal business hours or when left unattended by authorized personnel.
4. Each of Client's duly authorized personnel will be assigned a unique logon password to access USA Special Services. LLC's Services. Client and each of such duly authorized personnel shall protect account numbers and passwords used to access USA Special Services. LLC Services in such a way as to be known only to such authorized personnel, and under no circumstances will unauthorized personnel have knowledge of any such account numbers or passwords. Client shall not post in any manner passwords or account numbers within Client's facility. Client further agrees that account numbers and passwords are not to be discussed by telephone to any unknown caller, even if the caller claims to be an employee of Client or USA Special Services. LLC.
5. Client is responsible for the security of assigned codes, and is hereby notified of the possibility of theft or other form of compromise of Client's assigned codes, which may or may not be detected, and of the possibility of use of a stolen or compromised assigned code to forge Client's access to USA Special Services. LLC's Services.
6. If Client utilizes property management or other software provided by a third party vendor, which software incorporates modules or imbedded functionality to access USA Special Services. LLC's Services, then Client is strictly prohibited from using that third party software to acquire USA Special Services. LLC's Services until and unless (a) that third party software vendor provides Client with a writing certifying that it is authorized by USA Special Services. LLC to provide such functionality or (b) such third party software has otherwise been authorized by USA Special Services. LLC to Client pursuant to a separate written agreement or Exhibit to these policies and procedures.
7. Any software Client may utilize to access USA Special Services. LLC's Services, whether developed by USA Special Services. LLC or provided by a third party vendor, must have account numbers and passwords "hidden" or embedded so that USA Special Services. LLC passwords and account numbers are known only to supervisory personnel or other personnel authorized to use the Services, and that Client software must itself be secured with passwords unique to each person authorized to use the Services.
8. In the event of a breach of system security or an unauthorized access of Consumer Report information, Client shall comply with all notice requirements in every jurisdiction where such notice is required and shall give immediate notice to USA Special Services. LLC, time being of the essence.

9. Client shall be responsible in all respects for any and all Services performed as a result of any use of Client's assigned access codes, whether or not intended or authorized.

## V. Additional Compliance Materials

USA Special Services, LLC requires the compliance materials listed below for each qualified end user. USA Special Services, LLC may require additional materials to satisfy federal and state compliance requirements. These materials may include specific certifications, examples of consumer authorization language or adverse action notices, copies of management agreements, business licenses, professional literature, or advertising. We will assist you to identify which additional materials, if any, may be required.

- A. Permissible Purpose Verification.** Attach 3 signed rental applications, 3 landlord/tenant court filings, or Proof of Apartment Association Membership

**B. Bank Check/Deposit Slip and Bank Account Verification:**

Bank Name:  Bank Account Number:   
Bank Contact Name:  Contact's Title:   
Phone: (  )  Fax: (  )   
Address:   
City:  State:  Zip:

(For Office Use Only) Verifier:  Date:

- C. Trade References.** Provide 3 trade references to verify the nature of the client's business activities.

Company Name:   
Contact Name:  Contact's Title:   
Phone: (  )  Fax: (  )   
Address:   
City:  State:  Zip:   
Nature of Business Relationship:

Company Name:   
Contact Name:  Contact's Title:   
Phone: (  )  Fax: (  )   
Address:   
City:  State:  Zip:   
Nature of Business Relationship:

Company Name:   
Contact Name:  Contact's Title:   
Phone: (  )  Fax: (  )   
Address:

City:  State:  Zip:

Nature of Business Relationship:

## VI. Sub-Account Information

Client may request that additional properties, sites, or communities of Client be added as sub-accounts under this Headquarters Account by providing USA Special Services, LLC with the additional Client sub-account information set forth below. Client may reprint this page in order to list the information for all such additional properties.

- Property Name:  **ACN** (For Office Use Only):
- Does the Client (headquarters account) own or simply manage/control this property?  
(Select one.)  Owns  Manages/Controls  
# Of Units:  Estimated # of Monthly Reports:
- Contact Name:   
Phone: (  )  Fax: (  )
- Physical Address:   
(Do not use P.O. Box numbers)  
City:  State:  Zip:
- Mailing Address:   
(if different from Physical Address)  
City:  State:  Zip:
- Billing Address:   
(if different from Mailing Address)  
City:  State:  Zip:
- Screening Location:   
(Do not use P.O. Box numbers)  
City:  State:  Zip:

- 
- Property Name:  **ACN** (For Office Use Only):
  - Does the Client (headquarters account) own or simply manage/control this property?  
(Select one.)  Owns  Manages/Controls  
# Of Units:  Estimated # of Monthly Reports:
  - Contact Name:   
Phone: (  )  Fax: (  )
  - Physical Address:   
(Do not use P.O. Box numbers)  
City:  State:  Zip:
  - Mailing Address:   
(if different from Physical Address)  
City:  State:  Zip:
  - Billing Address:   
(if different from Mailing Address)  
City:  State:  Zip:
  - Screening Location:   
(Do not use P.O. Box numbers)

City:  State:  Zip:

**Sub-Account Information , (cont'd)**

- Property Name:  **ACN** (For Office Use Only):
- Does the Client (*headquarters account*) own or simply manage/control this property?  
(Select one.)  Owns  Manages/Controls  
# Of Units:  Estimated # of Monthly Reports:
- Contact Name:   
Phone: (  )  Fax: (  )
- Physical Address:   
(Do not use P.O. Box numbers)  
City:  State:  Zip:
- Mailing Address:   
(if different from Physical Address)  
City:  State:  Zip:
- Billing Address:   
(if different from Mailing Address)  
City:  State:  Zip:
- Screening Location:   
(Do not use P.O. Box numbers)  
City:  State:  Zip:

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- Property Name:  **ACN** (For Office Use Only):
- Does the Client (*headquarters account*) own or simply manage/control this property?  
(Select one.)  Owns  Manages/Controls  
# Of Units:  Estimated # of Monthly Reports:
- Contact Name:   
Phone: (  )  Fax: (  )
- Physical Address:   
(Do not use P.O. Box numbers)  
City:  State:  Zip:
- Mailing Address:   
(if different from Physical Address)  
City:  State:  Zip:
- Billing Address:   
(if different from Mailing Address)  
City:  State:  Zip:
- Screening Location:   
(Do not use P.O. Box numbers)  
City:  State:  Zip:

**Sub-Account Information, (con't)**

- Property Name:  **ACN (For Office Use Only):**
- Does the Client (*headquarters account*) own or simply manage/control this property?  
(Select one.)  Owns  Manages/Controls  
# Of Units:  Estimated # of Monthly Reports:
- Contact Name:   
Phone: (  )  Fax: (  )
- Physical Address:   
(Do not use P.O. Box numbers)  
City:  State:  Zip:
- Mailing Address:   
(if different from Physical Address)  
City:  State:  Zip:
- Billing Address:   
(if different from Mailing Address)  
City:  State:  Zip:
- Screening Location:   
(Do not use P.O. Box numbers)  
City:  State:  Zip:

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- Property Name:  **ACN (For Office Use Only):**
- Does the Client (*headquarters account*) own or simply manage/control this property?  
(Select one.)  Owns  Manages/Controls  
# Of Units:  Estimated # of Monthly Reports:
- Contact Name:   
Phone: (  )  Fax: (  )
- Physical Address:   
(Do not use P.O. Box numbers)  
City:  State:  Zip:
- Mailing Address:   
(if different from Physical Address)  
City:  State:  Zip:
- Billing Address:   
(if different from Mailing Address)  
City:  State:  Zip:
- Screening Location:   
(Do not use P.O. Box numbers)  
City:  State:  Zip:



## Sub-Account Information, (con't)

- Property Name:  **ACN** (For Office Use Only):
- Does the Client (*headquarters account*) own or simply manage/control this property?  
(Select one.)  Owns  Manages/Controls  
# Of Units:  Estimated # of Monthly Reports:
- Contact Name:   
Phone: (  )  Fax: (  )
- Physical Address:   
(Do not use P.O. Box numbers)  
City:  State:  Zip:
- Mailing Address:   
(if different from Physical Address)  
City:  State:  Zip:
- Billing Address:   
(if different from Mailing Address)  
City:  State:  Zip:
- Screening Location:   
(Do not use P.O. Box numbers)  
City:  State:  Zip:

### **Reviewed and Approved:**

Name:  Title:   
Signature:  Date: