

Tenant-Net Contract

The Member certifies and agrees:

1. **Fair Credit Reporting Act:** Member will comply with all provisions of Public Law 91-508 (Fair Credit Reporting Act, hereafter FCRA) and all other applicable statutes, both state and federal. I have read and agree to be bound by Tenant-Net's "Obligations of Users" notice and the "Access Security Requirements". In particular, I will:
 - 1.1 Use any credit report solely for the purposes of tenant screening;
 - 1.2 Not otherwise distribute, share, disseminate or publish a consumer or credit report supplied by Tenant-Net, Inc., including to the subject consumer who authorized the report; and
 - 1.3 Take all responsible security measures within my facility to maintain strict confidentiality of credit and personal data as described in the "Access Security Agreement" and the "Obligations of Users" notice.
2. **Consumer Credit Reports:** Tenant-Net, Inc. shall furnish, on request, consumer credit information. Members must supply Tenant-Net, Inc. with appropriate identifying information as to itself and the consumer inquired upon. Credit information on consumers will be furnished in written form. No credit or other consumer information will be furnished unless and until we have received a signed authorization from the consumer, except as follows:
 - 2.1 Members may direct perspective tenants to a secure website established by Tenant-Net (Padzilla.com) where the tenant themselves may provide an "electronic signature" authorizing a credit search/report.
3. **Member Use Conditions:** The Member will meet all of the following obligations during the term and after the termination of the Agreement. The Member will:
 - 3.1 Request and use credit information received from Tenant-Net, Inc. solely in connection with transactions involving the consumer as to whom the credit information is sought;
 - 3.2 Maintain all such information in strict confidence and only disclose it to employees whose duties reasonably relate to the legitimate business purposes for which the information is requested. I understand that if I misuse credit reports or the reports are used improperly by my agents, employees or personnel, or if 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.
 - 3.3 Not sell or otherwise distribute any information received hereunder to any consumers, or directly or indirectly, to any third parties.
 - 3.4 Not use any information received hereunder for employment purposes;
 - 3.5 Comply with all applicable federal and state laws governing consumer credit information;
 - 3.6 Permit annual inspections/audits by Tenant-Net, Inc., and its designated agents, of its facilities; and, of all records and files concerning consumers for whom a credit search was conducted by Tenant-Net at Member's request or authorization; and
 - 3.7 Provide a Tenant-Net authorized "Declination Form" to each and every tenant/consumer who is declined an apartment, rent or lease.

4. **Termination:** This agreement shall continue in force without any fixed date of termination. Tenant-Net, Inc. reserves the right to terminate the membership privileges of Member at any time and at its sole discretion.

5. **Forms:** Tenant-Net, Inc. will supply you with standardized forms which permit access to our computerized records system. You must use these forms at all times to access Tenant-Net, Inc.

6. **Payment Terms:**

6.1 Invoices are mailed the 1st or 2nd of each month. They are due in 30 days. A \$1.00 per month surcharge may be added for each month a payment is late, as well as interest of 15%, commencing after one month.

6.2 Members may opt for direct tenant billing for services through Padzilla.com. In such circumstance, should tenant/consumer dispute any fee or charge of Tenant-Net, Tenant-Net may, with or without Member's consent, refund some or all of tenant's charges. Member shall be responsible for all fees or costs incurred on Member's behalf, and agrees that any refunds or credits to tenants/consumers will be back charged to Member by Tenant-Net, Inc.

7. **Indemnification:**

7.1 Member shall indemnify and hold Tenant-Net harmless from any and all claims, losses and damages, liability and costs, including attorney's fees, against, or incurred by Tenant-Net to the extent such claims, damages, liability and costs result directly or indirectly from either or both of the following: (a) any use of consumer reports; or (b) Member's breach of its obligations under this Agreement including, but not limited to, any breach which results in the non-permissible use of the consumer reports provided to Member, Consumer(s) or both, under this Agreement.

7.2 In no event shall Tenant-Net be liable to Member in any manner whatsoever for any loss or injury to Member resulting from Tenant-Net's obtaining or furnishing of consumer reports. In no event shall Tenant-Net's aggregate liability, if any, to a Member under this Agreement exceed an amount equal to the fees actually paid by Member to Tenant-Net during the year prior to the occurrence of the first event giving rise to any such liability. Moreover, in no event shall either party be liable for any consequential, incidental, indirect, special, or punitive damages incurred by the other party and arising out of the performance of this Agreement, including but not limited to loss of good will and lost profits or revenue, whether or not such loss or damage is based in contract, warranty, tort, negligence, strict liability, indemnity, or otherwise, even if a party has been advised of the possibility of such damages. These limitations shall apply notwithstanding any failure or essential purposes of any limited remedy.

Date: _____

By: _____
Print Name

Signature