

RESIDENTIAL SCREENING AGREEMENT

THIS AGREEMENT is between Wolfe Reality Check (“WRC”) and _____ (“Client”). This Agreement is entered into on _____, 20____.

1. Services to be Provided by WRC

A. Upon request and relying upon Client’s representations that it has a legitimate purpose for information, WRC will provide consumer reports to the Client. WRC will only furnish a report for a permissible purpose under the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq. (“FCRA”) and no other purpose.

B. Periodically and upon request, WRC will provide to Client copies of certifications, consumer consents, notices and summary of rights under the FCRA as well as other forms which WRC finds helpful in meeting its obligations under the FCRA and other applicable laws. However, it is the responsibility of the Client to be knowledgeable about and to comply with the FCRA, the Driver Privacy Protection Act, 18 U.S.C. §2721 et seq. (“DPPA”), federal, state and local housing laws and other applicable federal, state and local laws regulating the release and use of such consumer reports it requests.

2. Representations of Client when ordering reports

A. Client represents that it is an existing business with the legitimate need for consumer reports offered by WRC. Client specifically represents that reports will only be obtained for its own use and it is the end user of the reports. It will not further distribute, sell, give or trade such information with any third party. Client will request reports for the following permissible purpose only: residential screening for a transaction initiated by the subject of the report.

B. Client represents that prior to requesting a report for residential/screening purposes, it will:

(i) disclose to the individual who is the subject of the report that a consumer report or, as applicable, an investigative consumer report, may be obtained;

(ii) provide to the individual a summary of the individual’s rights under the (“FCRA”); and

(iii) not utilize any information in violation of any federal or state equal housing law or regulation.

(iv) that after taking adverse action e.g., rejecting, increasing rental rates, etc. against the subject of the report, based in whole or in part upon information contained in a report furnished by WRC, the Client shall:

(a) provide notice of such action to the individual;

(b) provide the name, address and telephone number of WRC;

(c) inform the individual that he/she is entitled to a free copy of the report and a right to dispute the record through WRC and that WRC is unable to provide the individual the specific reasons why the adverse action was taken by you; and

(d) providing a copy of the individual's rights under the FCRA.

(v) that it will comply with the FCRA and similar state laws, in regard to all reports.

C. Client represents that, if it orders credit reports, it will have a policy and procedures in place to investigate any discrepancy in a consumer's address when notified by the credit bureau that the consumer's address, as submitted by the client, substantially varies from the address the credit bureau has on file for that consumer. Further, if client hires the consumer and in the ordinary course of its business it furnishes information to the credit bureau from which the report came, that it will advise the credit bureau of the address it has verified as accurate if that address is different from the one provided by the credit bureau.

3. Compliance with Applicable Law

A. The laws relating to the furnishing and use of information are subject to change. It is the responsibility of Client to become knowledgeable in such laws and to comply with them. The failure to comply with the then current applicable law may result in a breach of this agreement, termination of service, civil and criminal liability. WRC does not undertake any obligation to advise Client of its legal obligations. Client acknowledges receipt of the Notice to Users created by the Federal Trade Commission.

B. Client agrees to promptly execute and return to WRC all documentation required, now or in the future, by any government agency or WRC to permit release of

information or to ensure compliance with applicable laws or regulations. Such documentation shall become part of this agreement. The failure to return such documentation will result in Client being blocked from receiving the information related to the documentation, and, in some circumstances, all service may be terminated without additional notice.

C. Client consents to any reasonable request by WRC to audit records of the Client and to communicate with employees of the Client, with notice to Client, to determine the appropriateness of any present or past request(s) for information by Client.

4. Fees for Services

A. WRC will charge a fee for each request made by Client, in accordance with WRC's current fees schedule. WRC reserves the right to change the fees charged upon thirty (30) days notice to Client. Applicable sales or other taxes will be added to all fees. Client understands that WRC may incur access charges imposed by courts and other governmental agencies which are passed along to Client in addition to fees. These costs are subject to change without notice.

B. WRC will bill Client monthly. Payment on all invoices will be due thirty (30) days after billing. For any invoice not paid within thirty (30) days, WRC will add and collect a SERVICE CHARGE of one and a half percent (1½%) per month (or the maximum permitted by applicable law, if lower) with a minimum service charge of \$2. Client agrees to pay WRC's reasonable attorney's fees and costs incurred in enforcing the terms of this Agreement and in the collection of amounts due under this Agreement.

5. Confidentiality of Information

Information provided by WRC to its Clients is considered confidential by law. Upon its receipt, Client shall treat the information as confidential. Such information shall be maintained in confidential files to which access is restricted. Only those employees who need such information to perform their job duties shall have access to the same. Client shall supply to WRC the name and phone number of the contact person or persons with whom WRC may discuss the contents of reports furnished to Client. At the time that Client disposes of any report received it shall cause such to be destroyed by shredding or burning as required by regulations issued by the Federal Trade Commission.

6. Waiver and Release

A. Client acknowledges that WRC relies totally on the information furnished by others. WRC also relies on the information contained in the records of various governmental agencies for other reports. WRC is not responsible for inaccurate or false information. Client agrees to assert no claim and waives liability against WRC for any

inaccurate or false information included in any report unless WRC had actual knowledge of the error and failed to correct it.

B. Client agrees to hold WRC harmless and will indemnify WRC from all claims and losses resulting from Client's breach of this Agreement or violation of any applicable law. WRC agrees to hold Client harmless for all claims and losses arising from WRC's violation of any applicable law. Such indemnifications include all costs and reasonable attorney fees incurred by the indemnified party.

7. Misuse of Information

The FCRA prohibits the obtaining of information from a consumer reporting agency for an impermissible purpose. Further, those involved in such improper requesting may be subject to criminal penalties of imprisonment up to one year and/or a fine of \$5,000 for each offense. 15 U.S.C. § 1681q. If a Client or one of its employees misrepresents to WRC the reason for a report or requests a report for an impermissible purpose, WRC may terminate service without notice in addition to other remedies available to WRC. Client understands that its misuse of or improper request for information may have a direct impact upon WRC and may cause it to be unable to obtain information for any of its clients resulting in substantial damages for which Client would be liable.

8. Termination of Agreement

A. Client may terminate this Agreement at any time upon written notice to WRC. Client will remain liable for all charges made to its account prior to termination and will promptly pay all sums due on termination.

B. WRC may terminate this agreement by providing a sixty (60) day written notice but upon the occurrence of the following events, WRC may, immediately and without notice terminate this Agreement:

- (i) Default in payment of charges for WRC Services;
- (ii) Misuse of information contained in an WRC report;
- (iii) Improper request for information;
- (iv) Failure of Client to comply with or assist WRC in complying with the FCRA or any other applicable law;

(v) A material breach of this Agreement or violation of any law or regulation governing the request, use or release of the information in the reports by Client.

(vi) Unauthorized release of information in a consumer report to a third party or the reselling of any report.

9. Notice of Change in Client's Business

Client shall immediately notify WRC of any of the following events: change in ownership of the Client (over 50%); a merger, change in name or change in the nature of Client's business that in any way affects Client's right to request and receive consumer reports.

10. Miscellaneous Provisions

A. This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements, negotiations and representations. This Agreement may only be modified in writing signed by both parties; however, subsequent representations by Client to show compliance with existing or future laws are effective when signed by Client and become a part of this Agreement. This Agreement is for the exclusive benefit of the parties hereto and no benefit is intended for any third party.

B. All communications and notices to be given under this Agreement will be made to the addresses and telephone numbers set forth herein. Each party will notify the other promptly of any change of address or telephone number.

C. This Agreement is intended to be subject to, and in compliance with, all applicable state and federal statutes and regulations. Insofar as this Agreement or any provision may subsequently be determined to be at variance or not in compliance with any such statute or regulation, it will be considered to be amended or modified to the extent necessary to make it comply, and WRC and Client hereby consent and agree to any such amendment or modification. Further, the invalidity of any one provision shall not affect the validity of the other provisions.

D. This Agreement is deemed to have become effective and to have been entered into upon its acceptance in the State of North Carolina by WRC. Therefore, this Agreement will be interpreted and enforced in accordance with the laws of the State of North Carolina without reference to its conflict of laws provisions.

Wolfe Reality Check
("WRC")

CLIENT (Name)

By: _____

By: _____

Address: _____

