

**SERVICE AGREEMENT and AUTHORIZATION
for UDR, TRANSUNION, EQUIFAX, and EXPERIAN
CREDIT INFORMATION SERVICES PURCHASED FROM
OFFICIAL CALIFORNIA APARTMENT JOURNAL (OCAJ)**

(A subsidiary of Apartment Association, California Southern Cities)

_____, hereafter referred to as "Member", declares, certifies and agrees as follows:

(Membership name)

1. Member owns or manages rental housing and/or resides in Los Angeles and/or Orange Counties California, and is a member in good standing of the Apartment Association, California Southern Cities. Member agrees upon request from OCAJ to supply qualifying documents to verify ownership of rental units and/or professional licenses or other information as required by UDR, TransUnion, Equifax, and/or Experian (the Agencies) to verify the use of consumer credit information for legitimate business purposes.
2. Member is an "end-user" of credit data and uses such data FOR RESIDENT SCREENING PURPOSES ONLY. Member will not request credit data for any other purpose. Member shall receive and maintain all credit data in strict confidence and will neither resell nor distribute credit data obtained from the Agencies through OCAJ to any third party whomsoever except the prospective resident, and then only if compelled to do so by matter of law. Moreover, scores obtained from the Agencies and provided under this agreement, shall not be disclosed to consumers, or any third party, unless clearly required by law. Member further agrees that the consumer report is for one time use only for the purpose described above.
Initial here _____
3. To comply with all aspects of the federal Fair Credit Report Act (FCRA), including requesting credit information services only after receiving appropriate written authorization from the applicant, AND IS AWARE THAT A FINE UNDER TITLE 18 AND/OR IMPRISONMENT FOR TWO YEARS MAY RESULT FROM REQUESTING A CONSUMER CREDIT REPORT UNDER FALSE PRETENSES. Member will maintain copies of all written authorizations for a minimum of three (3) years from date of inquiry. *Initial here _____*
4. To certify the lawful purpose for which each credit report is requested at the time of the request and, further, to certify that Member will not use said credit report for any other purpose.
5. Member and Member's employees will not access consumer credit data on themselves or any relative, and Member is aware that any such occurrence may result in a fine of \$2,500 for each violation of this paragraph.
6. If Member rejects an applicant, in total or in part, because of credit information obtained from the Agencies through OCAJ, Member agrees to notify applicant of said decision in writing, and to provide the applicant with the name and address of the agency that provided the information.
7. Recognizing that credit information is acquired by and through fallible human sources, and that for the fees charged by OCAJ, Member understands and agrees that the Agencies and OCAJ cannot be insurers of the accuracy of the information. Member understands that the accuracy of the information furnished by said providers is not guaranteed and Member releases said providers and their employees, board members, agents and independent contractors from liability for any losses, claims, damages, or expense suffered as a result of any inaccuracy of said information. This agreement constitutes the conditions of receiving consumer credit data from the Agencies.
8. Member will maintain adequate security with reference to access and use of membership numbers, subscriber codes, security passwords, consumer data and remote computer access capabilities to prevent unauthorized use and ensure confidentiality.
9. Member agrees to pay for credit information services at the prices established from time to time by OCAJ. Member agrees to pay within 30 days of receipt of invoice from OCAJ for all credit information services requested under this agreement.
10. Member agrees to indemnify, defend and hold harmless the Agencies and OCAJ, their employees, board members, agents and subcontractors from and against any and all liability or losses, claims, damages and expense arising out of Member's or Member's employees or agents breach of any of the terms herein.
11. Member agrees that with just cause, such as delinquency, breach or violation or any terms of this agreement, OCAJ may upon its election, discontinue serving Member and /or cancel this contract immediately.
12. The term of this agreement shall bind and inure to the benefit of the parties and their agents, employees, heirs, legal representatives, successors and assigns.

Date: _____, 20____ Member Signature _____ Member # _____

Member operates from a [] commercial property or [] residence at _____
(street address and city)