



National Tenant Information Services

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BUSINESS INFORMATION SERVICES, INC.
(dba)
NATIONAL TENANT INFORMATION SERVICES, INC.
TRANSUNION AGREEMENT
Consumer Credit Report Subscriber Service Agreement
For Tenant Screening Purposes

Subscriber Service Agreement entered into on _____, 200____ by BUSINESS INFORMATION SERVICES, INC. and _____
(Subscriber)

Business Information Services, Inc. hereafter known as BIS, and the Subscriber agree as follows:

A. THE SUBSCRIBER AGREES:

1. To comply with all applicable federal, state and local laws, including the Fair Credit Reporting Act, as amended by the Consumer Credit Reporting Reform Act of 1996, 15 USC 1681 (“FCRA”).
2. Subscriber agrees to pay BIS an annual membership fee of \$_____ and such membership fee as may be assessed in subsequent years if the Agreement is continued.
3. The nature of its business is Tenant Screening.
4. To request information only for the Subscriber’s exclusive use, and the Subscriber certifies that inquiries will be made only for the following purpose:
 - 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.

Reports on employees will be requested only by the Subscriber’s designated representatives. Employees will be forbidden to attempt to obtain reports on themselves, associates, or any other person except in the exercise of their official duties.

(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, OR IMPRISONED NOT MORE THAN TWO YEARS OR BOTH).

5. To hold in strict confidence the consumer report received by Subscriber and not to distribute a copy to any other party, except as required by any law or other lawful order, and will not resell the report to any other person or business. However, this restriction shall not prohibit Subscriber from discussing with the subject of the report, who is the subject of an adverse action, the content of the report as it relates to the reasons for the adverse action.
6. To pay upon receipt of statement for the services rendered during the previous 30 day period according to the current rate schedules in effect. All payments shall be due 10 days after receipt of the invoice. The finance charge shall be assessed against account balances remaining due beyond thirty days. The finance charge is calculated by multiplying the principal balance past due for thirty days by .83%. If collection efforts are required, Subscriber shall pay all costs of collection including attorney fees.

7. To pay each month the minimum monthly billing amount, if applicable, according to the current rate schedule in effect.

B. BIS AGREES:

1. To provide the Subscriber access to TransUnion Consumer credit reporting services. BIS reserves the right to change the schedule of services and charges from time to time, but no change in such schedule shall become effective without providing the Subscriber 30 days written notice.
2. To make available other credit services that are available from the TransUnion database that may be beneficial to the subscriber.

C. IT IS MUTUALLY AGREED:

1. TransUnion uses good faith in attempting to obtain credit information from sources deemed reliable, but does not guarantee the accuracy of information reported, and in no event shall TransUnion or BIS be held liable in any manner whatsoever for any loss or injury to subscriber resulting from the obtaining or furnishing of such information; and further that subscriber agrees to hold TransUnion and BIS harmless and indemnify it from any and all claims, losses, and damages arising out of alleged liability or failure of the Subscriber to keep and perform any of its obligations described herein.
2. This Agreement shall remain in force and effect for one year from the date hereof, and thereafter, from year to year, on the same basis as set forth herein except that either party may cancel this Agreement at any time upon notice of at least 10 days written notice.
3. It is further agreed however, that with just cause such as delinquency or violation of the terms of this contract or a legal requirement, TransUnion or BIS may upon its election discontinue serving the Subscriber and cancel this Agreement immediately.
4. This Agreement is complete and may not be altered or amended unless in writing and agreed to by both parties. This Agreement shall not be binding on either party until it is accepted by Business Information Services at its place of business.

The undersigned does hereby jointly and severally unconditionally guarantee any and all of the indebtedness of the applicant subscriber heretofore, now, or hereafter made, incurred or created, together with all costs and reasonable attorney's fees incurred in the enforcement of this continuing guaranty.

By the signature below, authorization is given to check personal and business credit relationships and payment performance of our organization, or principals in the case of sole proprietorship, LLC or where adequate business information concerning payment performance is not readily available. The parties agree that this agreement will be considered signed when the signature of a party is delivered by facsimile transmission. Such facsimile signatures shall be treated in all respects as having the same effect as an original.

The parties agree that any dispute that arises under or related to this agreement (whether contract, tort or both) shall be resolved exclusively in the Superior Court of California, County of Contra Costa. The parties further agree that any such dispute shall be governed by the laws of the State of California.

Business Information Services, Inc.

 Print Name of Subscriber

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____