



Private Landlords, Investors – Owner Managed Properties

Tenant Investigations For Landlords

ORCA Information, Inc.  
PO Box 277  
Anacortes, WA 98221  
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## Tenant Investigations for: **Private Landlords – Owner Managed Properties**

Receive reports Online or by Fax within four or less business hours.

### **Steps to set-up your account with Orca**

Complete and fax, or scan then email to our office the following:

1. “Landlord” Membership Application (or if you want to also receive credit reports you need to establish a “Legitimate Business” as described below and now required by the credit bureaus, then fill out a different Membership Packet Specifically for Property Management Companies and Rental Communities)
2. Service Agreement, Part A, Appendix A & B and Service Agreement, Part B.
3. Photocopy of your driver’s license.
4. One time only Set-Up Fee of \$150

### **\*Credit Reports and Credit Information Available to “Legitimate Businesses” Only**

#### **Credit Bureaus Requirements**

1. To receive credit information on a consumer as part of your investigative report you must be a legitimate business. Each of the three credit bureaus has a different definition for a “legitimate business”. All three state a legitimate business must have a business license or Federal Tax ID Number issued to a company name. Using your Social Security number as a Federal Tax ID Number is unacceptable. To procure a Federal Tax ID Number go to: [www.irs.gov](http://www.irs.gov) and complete an SS-4 form.
2. If you have a business license or Federal Tax ID Number in your own name you must create a DBA (Doing Business As) name and list that the nature of your business is rental related.
3. In Washington State, you can apply for a non-reporting business license through Master Business License Office in Olympia at: [www.dol.wa.gov](http://www.dol.wa.gov)
4. Before creating your “legitimate business” in Washington State, consider maximizing the protection of your income property investments – seek professional assistance from a qualified Real Estate attorney. We recommend the following professionals:

#### **King, Pierce and Snohomish Counties:**

Christopher T. Benis, Attorney  
206-448-0402

#### **Whatcom, Island and Skagit Counties:**

Lawrence A. Pirkle, Attorney  
360-336-6587

\* In addition to establishing bureau required, “Legitimate Business” an On-site Inspection is also required - When you operate your rental business from your home, the office space must be separate from the living quarters.

### **IMPORTANT NOTICE!!**

If you choose to “Establish a “Legitimate Business” as described above, then STOP filling out this Membership Packet!!  
Call us and we will help you receive the correct documents.

## **ORCA'S "ALTERNATIVE REPORT"**

- 1 Ask your rental applicant(s) to bring in a current copy of their credit report - preferably one or two days old. Here is how: By law everyone is entitled to one FREE copy of their credit report annually from each major credit bureau (Equifax, Trans Union, Experian). Every four months your applicant can request a FREE report from a different bureau. However, your applicant must order from the right Website: [www.annualcreditreport.com](http://www.annualcreditreport.com) or call their toll free number, 877-322-8228. Again, there is no charge IF they ordered correctly and only from this site and phone number. If they want to purchase a credit report the cost is reasonable. Each credit bureau has their own Website where they may purchase a report as well as at the site listed above.
- 2 Upon review of their credit report – you can decide if you want to continue with the investigative. If you decide that an applicant with a certain level of negative credit – apartment collections, unpaid judgments and/or tax liens etc. no longer qualifies for the apartment then:
  - a) Make note on their file of your decision not to rent, what part of their credit was derogatory, and any other details regarding your decision not to rent to them based upon their credit information;
  - b) Return the credit report to them;
  - c) Explain why they no longer qualify for the unit;
  - d) Hand them a copy of the Consumer Rights Letter (required by law, copy is included in this packet) and thank them for their time.

### **OR**

## **CONTINUE THE INVESTIGATIVE PROCESS**

- 3 Send Orca the rental application filled out in full, and written in black ink. Mark on the rental application what kind of report you want – Mini, Super Mini, etc. You will receive the following results of our investigation:
  - a) In lieu of the credit report Orca will send to you – Validation of the applicant(s) identity such as: Confirmation of name, SS#, DOB, and AKA's (Also Known As), plus addresses where they have lived and other pertinent demographic information;
  - b) All other desired information – Depending upon the type of report you have chosen. Cost is the same as the established reports as the work and our cost remains the same.



**Membership Application**  
**Private Landlords – Owner Management Properties**

*PLEASE PROVIDE THE FOLLOWING:*

**Landlord Name:** \_\_\_\_\_ **Number of Units/Rentals:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Company Contact:** \_\_\_\_\_ **Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Contact Email Address:** \_\_\_\_\_

**Would you like your reports made available to you electronically:** Yes \_\_\_\_\_ No \_\_\_\_\_

**Would you like your invoices emailed to you:** Yes \_\_\_\_\_ No \_\_\_\_\_

**How did you hear about ORCA Information, Inc. ?** \_\_\_\_\_

**List Addresses of Property You Own For Which Orca Will Perform Tenant Investigation\*:**

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

(List Additional Properties on a Separate Sheet of Paper)

**\*To be in compliance with the Fair Credit Reporting Act, we are required to verify your ownership of the properties listed above with the County Assessor's office.**

**Send Monthly Invoice to:**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

# Service Agreement

## Part A

Amended July 7, 2007

This agreement by and between Orca Information, Inc., PO Box 277, Anacortes, Washington 98221 ("Orca") and the company named below ("End User") and/or its designated agent(s), desires to use our services at the regular prices established and agrees that all reports will be submitted and received subject to the following conditions: End User is a Landlord, Investor, or Licensed Real Estate Sales Person and has a permissible purpose for obtaining consumer reports (not credit reports) in accordance with the Fair Credit Reporting Act (15 U.S.C 1681 et seq.) including, without limitation, all amendments thereto ("FCRA"). The End User certifies its permissible purpose as:

- In connection with a tenant investigative application involving the consumer; or
- In accordance with the written instructions of the consumer; or
- For a legitimate business need in connection with a business transaction that is initiated by the consumer; or

**1. Engagement and Duties.** End User engages Orca and Orca agrees to provide End User with public record Investigation and other background Investigation related services ("Investigation") necessary to serve End User Investigation needs. End User accepts all Investigation "AS IS" WITHOUT WARRANTY, EXPRESS OR IMPLIED, and agrees to pay Orca the applicable rates and charges therefore set forth in Paragraph below.

**2. Compliance With Laws.** End User represents and warrants that it shall comply with all Federal, State, and local statutes, regulations, and ordinances governing the use and distribution of Investigation furnished by Orca including, but not limited to, all provisions of the Fair Credit Reporting Act (FCRA), Public Law 91-508 and the Americans with Disabilities Act (ADA 1990) and all regulations promulgated there under. End User certifies that reports may be requested for exclusive use only for tenant investigation purposes or in connection with legitimate business needs only when INITIATED BY THE CONSUMER. User certifies to Orca that it will not request a consumer report for tenant investigations, or in connection with legitimate business purposes unless:

- Make a disclosure to the applicant that consumer report may be obtained for tenant investigation and/or in connection with legitimate business purposes;
- The consumer has AUTHORIZED IN WRITING the procurement of the report; and
- Investigation from the consumer report furnished by Orca will not be used in violation of any applicable Federal, State or local law, statute, regulation, or ordinance.
- End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
- End User shall use each Consumer Report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties; provided, however, that End User may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report.

End User also certifies that before taking adverse action in whole or part based on the consumer report for tenant investigative purposes, it will provide:

- Oral, written or electronic notice of the adverse action to the consumer;
- Include the name, address and toll-free telephone number (for national bureaus only) of the consumer reporting agency; and also include
- A notice that the adverse decision was not made by Orca;
- The consumer's right to obtain a free copy of the report  
A notice of the right to dispute.

With just cause, such as violation of the terms of the End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects the End User's agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately.

**3. Consideration and Invoice Payment.** End User shall pay Orca for services based on a statement system. Acceptable payments are:

- From the End User - Business account check, or Credit Card upon receipt of the monthly statement; or, if payment is directly from the applicant - Credit Card payment at the time of the application processing. Terms for monthly statements Emailed or mailed to End User Terms are Due Upon Receipt. Accounts in arrears of 30 days will assume a monthly service fee of \$5.00. If an account goes to collection, End User agrees to pay all expenses, including reasonable legal fees.
- Provide credit Investigation on End User as may be requested by Orca during the course of this agreement.

- Acknowledge that a facsimile of this agreement is as valid as the original.
- Recognize that in order to remain in compliance with laws and regulations governing consumer-reporting agencies Orca may make modifications to this agreement from time to time. These modifications may be mailed to the End User and the End User's use of Orca's services after the date specified in the communication will be construed as your agreement and implied consent to these modifications.

#### **4. Deliverability and Time Service of Investigation.**

- End User shall submit all requests for Investigation to Orca in Writing by on-line transmission, or by facsimile. Upon receipt of a tenant investigation request, Orca shall use its best efforts to provide to End User search results within four to six business hours of the receipt of the receipt of said tenant investigation request by Orca from End User. All Investigation requests received after 4:00 PST will be considered as received next business day.
- End User certifies that reports will be requested only by End User's designated representatives and forbid employees from obtaining reports on themselves, associates or any other person except in the exercise of their official duties.
- End User recognizes that Investigation is obtained and managed by fallible sources, and that for the fee charged, Orca does not guarantee to insure the accuracy or the depth of Investigation provided.
- End User assumes responsibility for the final verification of the applicant's identity.
- End User bases tenant placement decisions or any actions on the End User's lawful policies and procedures and recognize that Orca employees are not allowed to render any legal opinions regarding Investigation contained in a consumer report.

**5. Limitations of Liability.** Orca recognizes the importance of furnishing accurate Investigation to End User and will make all reasonable efforts in providing timely and accurate Investigation. End User understands and agrees that any Investigation furnished pursuant to this Agreement has been created and maintained and reported by various Federal, State, and County agencies and other third parties, which are not under the control of Orca. In many states court and criminal databases are limited and/or unreliable or the agencies recording the Investigation are uncooperative and make their records unavailable to the public. Responsibility for the accuracy of the Investigation rests solely with said various agencies and other third parties, who create, maintain, and report, said Investigation.

Orca compares full name and AKA's (also known as) and date of birth with that of county and state records. Court records of database Investigation changes daily and no guarantee is made that all records or absence of a record is 100% accurate. Please see your attorney for Fair Housing compliance if records are used in the decision making of your potential tenant.

Eviction history from court Investigation is often listed by name only. We recommend you request further address Investigation from the applicant. We recommend you contact the plaintiff (landlord filing the eviction action) listed in the court record for more personal identifiers or final outcome of the eviction process.

**6. Reinvestigation Provision.** In the event of a dispute over the accuracy of Investigation provided by Orca, Orca shall promptly reinvestigate such claims and provide any necessary corrections without additional cost to End User. In the event such reinvestigation does not reveal inaccuracies, Orca reserves the right to invoice End User pursuant to Section 3 hereof for the additional research.

**7. Limitations of Actions.** No claim may be asserted by either party hereto against the other party with respect to any event, act, or omission that occurred more than two (2) years prior to such claim being asserted.

**8. Indemnity.** End User agrees whether or not this Agreement has expired or been terminated, to assume liability for, and End User hereby agrees to indemnify, defend and save and keep harmless Orca, its employees, agents, and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in settlement, claims actions, proceedings, suits, judgments, costs, interest, expenses and disbursements of any kind and nature whatsoever arising under any theory of legal liability (including attorneys fees and cost) that may be imposed on, incurred by or asserted against Orca, its employees, agents, or representatives, in any way relating to, resulting from, based upon, or arising out of the services performed or Investigation provided pursuant to this Agreement.

**9. Attorney's Fees.** If any action at law or in equity, arbitration or other proceeding is brought for the enforcement or interpretation of this Agreement, or because of an alleged breach of the provision of this Agreement, or in any way arising out of the transactions contemplated in this Agreement, whether sounding in tort or contract or otherwise, the prevailing party is entitled to recover reasonable attorney's fees and other cost incurred in connection with such action, arbitration or other proceeding (including, but not limited to, expenses and costs of investigations, witness fees and travel), in addition to any other relief to which the prevailing party may be entitled.

**10. Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**11. Governing Law.** This Agreement shall be controlled, construed and enforced in accordance with the laws of the State of Washington. Any claim or cause of action shall be brought by either party in the County of Skagit, State of Washington.

**End User agrees to uphold provisions of the FCRA Disclosure and Federal FACT Act (Appendix A & B).**

**THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INVESTIGATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.**

We have signed and agree to the following exhibits: **Appendix A (FCRA) and Appendix B (FACTA).**

_____	_____	_____
Signed by	Signed by	Date

_____	_____	_____
Printed Name	Printed Name	Date

_____	_____
Landlord, Investor Name	Title/ ORCA Information, Inc.

## **Appendix A – FCRA Disclosure**

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681 – 1681y, **requires that this notice be provided to inform users of consumer reports of their legal obligations.** State law may impose additional requirements. The text of the FCRA is set forth in full at the Federal Trade Commission's Website: [www.ftc.gov/credit](http://www.ftc.gov/credit). At the end of this document is a list of United States Code citations for the FCRA. Other Investigation about user duties is also available at the Commission's Website. Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.

### **I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS (END USERS)**

#### **A. Users Must Have a Permissible Purpose:**

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report Investigation for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" Investigation are described in Section VII below.

#### **B. Users Must Provide Certifications**

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

#### **C. Users Must Notify Consumers When Adverse Actions Are Taken**

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

#### **1. Adverse Actions Based on Investigation Obtained From a CRA**

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on Investigation contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any Investigation provided by the CRA.

#### **2. Adverse Actions Based on Investigation Obtained From Third Parties Who Are Not Consumer Reporting Agencies**

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon Investigation from a person other than a CRA, and the Investigation is the type of consumer Investigation covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the Investigation that was relied upon if the consumer makes a written request within 60 days of notification. The user must

provide the disclosure within a reasonable period of time following the consumer's written request.

### 3. Adverse Actions Based on Investigation Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on Investigation of the type covered by the FCRA, and this Investigation was obtained from an entity affiliated with the user of the Investigation by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the Investigation relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the Investigation not later than 30 days after receiving the request. If consumer report Investigation is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

### D. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report Investigation have in place procedures to properly dispose of records containing this Investigation. The Federal Trade Commission, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Federal Trade Commission's regulations may be found at [www.ftc.gov/credit](http://www.ftc.gov/credit).

## II. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which Investigation about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

## III. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619. The FTC's Web site, [www.ftc.gov/credit](http://www.ftc.gov/credit), has more Investigation about the FCRA, including publications for businesses and the full text of the FCRA. Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602 15 U.S.C. 1681	Section 610 15 U.S.C. 1681h	Section 620 15 U.S.C. 1681r
Section 603 15 U.S.C. 1681a	Section 611 15 U.S.C. 1681i	Section 621 15 U.S.C. 1681s
Section 604 15 U.S.C. 1681b	Section 612 15 U.S.C. 1681j	Section 622 15 U.S.C. 1681s-1
Section 605 15 U.S.C. 1681c	Section 613 15 U.S.C. 1681k	Section 623 15 U.S.C. 1681s-2
Section 605A 15 U.S.C. 1681cA	Section 614 15 U.S.C. 1681l	Section 624 15 U.S.C. 1681t
Section 605B 15 U.S.C. 1681cB	Section 615 15 U.S.C. 1681m	Section 625 15 U.S.C. 1681u
Section 606 15 U.S.C. 1681d	Section 616 15 U.S.C. 1681n	Section 626 15 U.S.C. 1681v
Section 607 15 U.S.C. 1681e	Section 617 15 U.S.C. 1681o	Section 627 15 U.S.C. 1681w
Section 608 15 U.S.C. 1681f	Section 618 15 U.S.C. 1681p	Section 628 15 U.S.C. 1681x
Section 609 15 U.S.C. 1681g	Section 619 15 U.S.C. 1681q	Section 629 15 U.S.C. 1681y

I hereby acknowledge that I was provided a copy of the FCRA Appendix A.

By: \_\_\_\_\_ Date: \_\_\_\_\_

## **Appendix B - The Fair and Accurate Credit Transactions Act (FACTA) Notification**

**The Fair and Accurate Credit Transactions Act of 2003.** Also known as the FACT Act, was signed into law on December 4, 2003. In general, the Act amends the Fair Credit Reporting Act ("FCRA"). The Act contains a number of provisions intended to combat consumer fraud and related crimes, including identity theft, and to assist its victims. Specifically the act requires the destruction of PAPERS CONTAINING CONSUMER INVESTIGATION.

The FACTA (Fair and Accurate Credit Transaction Act ) Disposal Rule applies to every U.S. business or employer that uses consumer Investigation, from Fortune 500 corporations to the mom-and-pop property management company. It's clearly a major step forward in the fight to give consumers greater control over their personal Investigation and how it is used — or abused.

FACTA represents a big change in the way many small and medium-sized companies do business. Some of them may be in for a serious shock.

FACTA could be the MOST financially damaging act to businesses signed into law in recent years. With Identity Theft reaching epidemic proportions, the new FACTA law has taken aim at “any person who maintains or otherwise possesses consumer (Applicant) or employee Investigation for business purpose.”

### **The Facts on FACTA (Disposal Rule)**

- 1) Designed to reduce the risk of consumer fraud and identity theft applies to every business in the US.
- 2) Requires businesses to destroy ALL personal Investigation on consumers (customers, applicants, employees, clients etc.) before discarding it. Access to this personal Investigation is strictly limited by other Federal Laws (HIPPA, Gramm, Leach, Blilley etc.)
- 3) States that every person and\or business MUST protect against unauthorized access to or use of the Investigation in connection with its disposal.
- 4) Allows for Civil liability should an employees identity be stolen due to an employers failure to act.
- 5) Consumers (Applicants) may be entitled to recover actual damages sustained as a result of a FACTA violation. (Financial losses and work hours lost).
- 6) Courts are authorized to award punitive damages and attorney’s fees, in an individual or a class action suit.
- 7) State and Federal fines may be imposed on the business or employer per breach of personal Investigation. Those fines are up to but not to exceed \$1,000 and \$2,500 respectively.

We understand our requirements under the FACTA Act.

By: \_\_\_\_\_ Date: \_\_\_\_\_

# Service Agreement

## Part B – FCRA Compliance Checklist

### FCRA Requirement – Establishment of Permissible Purpose

What is the nature of your business (Rental Management, Real Estate Sales, etc.)?

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For what purpose will you be using the reports? Check one or more of the following as applicable:

- In connection with a credit transaction involving the consumer on whom the Investigation is to be furnished and involving the extension of credit to; or
- For Tenant Investigative – qualifying an applicant for a rental; or
- For a legitimate business need in connection with a business transaction that is initiated by the consumer; or
- As a potential investor, service in connection with a valuation of, or assessment of, the credit or prepayment risks.

### Pursuant To The Fair Credit Reporting Act:

- Yes  No  I have read and understand my responsibilities under the Fair Credit Reporting Act (Appendix A & B of Service Agreement)
- Yes  No  I understand employees may not request reports on themselves
- Yes  No  I agree that before sending applications to Orca Information, Inc. for processing, all consumers/applicants will read and sign the rental applications.
- Yes  No  I understand and agree that all confidential Investigation/investigative reports will be received in a secured area only (away from other employees, and people) and handled only by those designated to receive and review confidential Investigation on consumer/applicants).
- Yes  No  I understand that applicants/consumers will not be given the report received from Orca Information, Inc., or any part of the report. Instead they will be given a copy of their Consumer Rights enabling them to go through the proper channels to procure copies of their confidential Investigation.
- Yes  No  I understand that if “adverse action” is taken against applicant due to any derogatory Investigation or lack of Investigation on the consumer report (all or part of the Investigation reported to you by Orca Information, Inc.) or caused you, the End User and Landlord to increase their deposit or require a co-signer or require any additional compensation of any kind for the rental, it is my obligation to give applicant a copy of the Consumer Right’s letter.
- Yes  No  I understand that the consumers/applicants confidential Investigation will not be discussed in front of any other person(s) regardless of their relationship unless permission is given to do so by the applicant / consumer in writing. Signature and date will be on the written permission document.
- Yes  No  I agree to keep such written permission with the applicants/consumers file in a secured area for up to five (5) years, and at the appropriate time will shred the Investigation in a shredder **before** disposing (sometimes files are kept in a computer).
- Yes  No  I agree to keep all confidential Investigation on a consumer/applicant in a LOCKED FILE CABINET (and/or in a room with a locked door).
- Yes  No  When storing applicant/consumer reports or other confidential Investigation in a computer(s), I agree to keep passwords and access codes to consumer reports in a secure place.

- Yes  No  I agree that only those employees authorized to review the confidential information on a computer will have access to those codes.
- Yes  No  I agree that computer passwords and codes for accessing applicants/consumer confidential information will be changed every ninety (90) days.
- Yes  No  I agree that any computer passwords given to employees who leave the company and had access to consumer reports will be deactivated immediately.
- Yes  No  I agree to train employees who have access to the consumer reports and who interact with applicants and tenants, on the Fair Credit Reporting Act (FCRA).
- Yes  No  I understand that the credit reports and/or any part of the report on the applicant/consumer may not be re-sold.
- Yes  No  Are you associated or affiliated with any of the following?: Adult entertainment, bail bondsman, check cashing, credit counseling, credit repair, dating service, financial counseling, genealogical research, massage service, company that locates missing children, pawn shop, private detective, individual seeking Investigation for private use, spiritual counseling, subscriptions (magazines, book clubs), tattoo service, insurance company, law enforcement (unless for employment investigative purposes), legal services.

If you are associated with any of the above, contact Orca's Compliance Department for additional Investigation.

I have read and understand my responsibilities under the FCRA.

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User Authorized Signature	Print Name	Title	Date
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Orca Authorized Signature	Print Name	Title	Date
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# ATTACHMENT "B"

## TO: SERVICE AGREEMENT

Appendix B to Part 601

### **Prescribed Notice of Furnisher Responsibilities**

This appendix prescribes the content of the required notice.

### **NOTICES TO FURNISHERS OF INFORMATION: OBLIGATIONS OF FURNISHERS UNDER THE FCRA**

The federal Fair Credit Reporting Act (FCRA), as amended, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA. State law may impose additional requirements. All furnishers of information CRAs should become familiar with the law and may want to consult with their counsel to ensure that they are in compliance. The FCRA, 15 U.S.C. 1681-1681u, is set forth in full at the Federal Trade Commission's Internet web site (<http://www.ftc.gov>). Section 623 imposes the following duties:

#### **General Prohibition on Reporting Inaccurate Information:**

The FCRA prohibits information furnishers from providing information to a consumer reporting agency (CRA) that they know (or consciously avoid knowing) is inaccurate. However, the furnishers are not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnishers that certain information is inaccurate. Sections 623 (a)(1)(A) and (a)(1)(C)

#### **Duty to Correct and Update Information:**

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must provide complete and accurate information to the CRAs. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. Section 623 (a)(2)

#### **Duties After Notice of Dispute from Consumer:**

If a consumer notifies a furnisher, at an address specified by the furnisher for such notices, that specific information is inaccurate, and the information is in fact inaccurate, the furnisher must thereafter report the correct information to CRAs. Section 623 (a)(1)(B)

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. Section 623 (a)(3)

#### **Duties After Notice of Dispute from Consumer Reporting Agency:**

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. Sections 623(b)(1)(A) and 623 (b)(1)(B)

Report the results to the CRA, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. Sections 623(b)(1)(C) and (b)(1)(D)

Complete the above within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). Section 623(b)(2)

#### **Duty to Report Voluntary Closing of Credit Account:**

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnishes information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. Section 623(a)(4)

#### **Duty to Report Dates of Delinquencies:**

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. Section 623(a)(5)

## **Requirements for California and Vermont Users (Disregard if business is outside of these States)**

### **California Users:**

Provisions of the California Consumer Credit Reporting Agencies Act, as amended effective July 1, 1998, will impact the provision of consumer reports to Client under the following circumstances; a) if Client is a “retail seller” (defined in part by California law as “a person engaged in the business of selling goods or services to retail buyers”) and is selling to a “retail buyer” (defined as “a person who buys goods or obtains services from a retail seller in a retail installment sale and not principally for purpose of resale”) and a consumer about whom Client is inquiring is applying, (b) in person and (c) for credit. Under the foregoing circumstances, Orca, before delivering a Consumer Report to Client, must match at least three (3) items of a consumer’s identification within the file maintained by the Data Providers with the information provided to Data Provider’s via Orca by Client in connection with the in-person credit transaction. Compliance with this law further includes Client’s inspection of the photo identification of each consumer who applies for in-person credit, mailing extension of credit to consumer responding to a mail solicitation at a specified address, taking special actions regarding a consumer’s presentation of police report regarding fraud, and acknowledging consumer demands for reinvestigation within certain time frames.

If Client is a “retail seller,” Client certifies that it will instruct its employees to inspect a photo identification of the consumer at the time an application is submitted in person. If Client is not currently, but subsequently becomes a “retail seller,” Client agrees to provide written notice to ORCA prior to ordering Consumer Reports in connection with an in-person credit transaction, and agrees to comply with the requirements of the California law as outlined in the Attachment, and with the specific certifications set forth herein.

Client certifies that, as a “retail seller,” it will either a) acquire a new Client subscriber number for use in processing Consumer Report inquiries that result from in-person credit applications covered by California Law, with the understanding that all inquiries using this new Client Subscriber number will require that Client supply at least three items of identifying form the applicant; or b) contact Client’s ORCA sales representative to ensure that Client’s existing client number is properly coded for these transactions.

### **Vermont Users:**

Client acknowledges that it subscribes to receive various information services from ORCA Information, Inc. in accordance with the Vermont Fair Credit Reporting Statute, 9 V.S.A. § 2480e (1999), as amended (the “VFCRA”) and the Federal Fair Credit Reporting Act, 15, U.S.C. 1681 et. Seq., as amended (the “FCRA”) and its other state law counterparts. In connection with the Client’s continued use of ORCA services in relation to Vermont consumers, Client hereby certifies as follows:

Vermont Certification. Client certifies that it will comply with the applicable provisions under Vermont law. In particular, Client certifies that it will order certain information relating to Vermont residents, that are Consumer Reports as defined by the VFCRA, only after Client has received prior consumer consent in accordance with the VFCRA § 2480e and applicable Vermont Rules. Client further certifies that the attached copy § 2480e of the Vermont Fair Credit Reporting Statute was received from ORCA.

### **Vermont Fair Credit Reporting Statute, 9 V.S.A § 2480e (1999)**

#### **§ 2480e. Consumer consent**

- A) A person shall not contain the credit report of a consumer unless;
- 1) the report is obtained in response to the order of a court having jurisdiction to issue such an order;
  - or
  - 2) the person has secured the consent of the consumer, and the report is used for the purpose consented to by the consumer.

- B) Credit reporting agencies shall adopt reasonable procedures to assure maximum possible compliance with the subsection (a) of this section
- C) Nothing in this section shall be construed to affect:
  - 1) The ability of a person who has secured the consent of the consumer pursuant to subdivision (a)(2) of this section to include in his or her request to the consumer permission to also obtain credit reports, in connection with the same transaction or extension of credit, for the purpose of reviewing the account, increasing the credit line on the account, for the purpose of taking collection action on the account, or for other legitimate purposes associated with the account; and
  - 2) The use of credit information for the purpose of prescreening, as defined and permitted from time to time by the Federal Trade Commission.

VERMONT RULES \*\*\*CURRENT THROUGH JUNE 1999\*\*\*  
AGENCY 06. OFFICE OF THE ATTORNEY GENERAL  
SUB-AGENCY 031. CONSUMER PROTECTION DIVISION  
CHAPTER 012. Consumer Fraud-Fair Credit Reporting  
RULE CF 112 FAIR CREDIT REPORTING  
CVR 06-031-012, CF 112.03 (1999)  
CF 112.03 CONSUMER CONSENT

- A) A person required to obtain consumer consent pursuant to 9 V.S.A. § § 2480e and 2480g shall obtain said consent in writing if the consumer has made a written request for credit, insurance, employment, housing or governmental benefit. If the consumer has applied for or requested credit, insurance, employment, housing or governmental benefit in a manner other than in writing, then the person required to obtains consumer consent pursuant to 9 V.S.A § § 2480e and 2480g shall obtain said consent in writing or in the same manner in which the consumer made the application or request. The terms of this rule apply whether the consumer or the person required obtaining consumer consent initiates the transaction.
- B) Consumer consent required pursuant to 9 V.S.A. § § 2480e and 2480g shall be deemed to have been obtained in writing if, after a clear and adequate written disclosure of the circumstances under which a credit report or credit reports may be obtained and the purposes for which the credit report or credit reports may be obtained, the consumer indicated his or her consent by providing his or her signature.
- C) The fact that a clear and adequate written consent form is signed by the consumer after the consumer's credit report has been obtained pursuant to some other form of consent shall not affect the validity of the earlier consent.

## FCRA Requirements and Access Security Requirements

I, \_\_\_\_\_, have read and acknowledge all my responsibilities under the “FCRA Requirements” and Access Security Requirements” included in the Orca Information application documents and will take all reasonable measures to enforce them within my facility.

Company Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

The security requirements on the Orca Information processing system use multifactor authentication. This means that multiple factors are used to verify identity before granting access to the system. Orca Information will provide you with a username and password but an IP address is also required to be on file. You will need to provide this (go to [www.whatismyipaddress.com](http://www.whatismyipaddress.com) to find you IP address) for each device you would like to enable to for use on the system (i.e. Desktop, laptop, Smartphone, etc.). Please include all relevant IP addresses for your account below:

IP Addresses: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Glossary of Security Terms

Term	Definition
<b>Computer Virus</b>	A computer virus is a self-replicating computer program that alters the way a computer operates without the knowledge of the user. A true virus replicates and executes itself. While viruses can be destroyed by destroying data, for example, some viruses are merely annoying.
<b>Confidential</b>	Very sensitive information. Disclosure could adversely impact your company.
<b>Encryption</b>	Encryption is the process of obscuring information to make it unreadable without special knowledge.
<b>Firewall</b>	In computer science , a firewall is a piece of hardware and/or software which functions in a networked environment to prevent unauthorized external access and some communications forbidden by the security policy, similar to the function of firewalls in building construction. The ultimate goal is to provide controlled connectivity between zones of differing trust levels through the enforcement of a security policy and connectivity model based on the least privilege principle.
<b>Information Lifecycle</b>	(Or Data Lifecycle) is a management program that considers the value of the information being stored over a period of time , the cost of its storage, its need availability for use by authorized users, and the period of time for which it must be retained.
<b>IP Address</b>	A unique number that devices use in order to identify and communicate with each other on a computer network utilizing the Internet Protocol standard (IP). Any All Participating network devices -including routers, computers, time-servers, printers, internetfax machines, and some tele-phones. -must hav its own unique IP address. Just as each street address and phone number uniquely identifies a building or telephone, and IP address can uniquely identify a specific computer or other network device on a network. It is important to keep you IP address secure as hackers can gain control of your devices and possibly launch and attack on other devices.
<b>Peer-to-Peer</b>	A type of communication found in a system that uses layered protocols. Peer-to-peer networking is the protocol often used for reproducing and distributing music without permis- sion.
<b>Router</b>	A router is a computer
<b>Spyware</b>	Spyware refers to a broad category of malicious software designed to intercept or take partial control of a computer's operation without the consent of that machine's owner or user. Spy-ware is a type of program that watches what users do with computers and then send informa- tion over the internet.

<b>SSID</b>	Part of the Wi-Fi wireless lan, a service set identifier (SSID) is a code that identifies each packet as part of that network. Wireless devices that communicate with each other share the same SSID
<b>Subscriber Code</b>	Your seven digit credit reporting agency account number
<b>WEP Encryption</b>	(Wired Equivalent Privacy) A part of a wireless networking standard intended to provide secure communication. The longer the key used, the stronger the encryption will be. Older technology reaching its end of life.
<b>WPA</b>	(Wi-Fi Protected Access) A part of a wireless networking standard that provides stronger authentication and more secure communications. Replaces WEP. Uses dynamic key encryption verses static in WEP (key in constantly changing and thus more difficult to break than WEP).

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Signed

---

Printed Name

---

Title

---

Date

## Appendix “C”

### Access Security Requirements

#### User Security

Due to heightened Security conditions associated with Internet access and connectivity, Client must agree to the following stipulations. 1) Client understands that the Username and password provided by ORCA Information, Inc secure their Internet based Access; and that the security of this access is guarded by their Windows login password. Client agrees to keep this access secure by keeping their login information private. 2) Client agrees that after using ORCA Information, Inc Internet access Client will logoff. Client agrees to abide by the terms and conditions stated herein.

**It is a requirement that all end users (Clients) take precautions to secure any system or device used to access consumer credit information to that end, the following requirements have been established.**

#### A) Implement Strong Access Control Measures

1. Client will not provide any Subscriber Codes or any Username information or passwords to anyone. The Date Providers will never contact the Client and request the Subscriber Code number or password.
2. Proprietary or third party system access software must have Subscriber Codes and password(s) hidden or embedded. Account numbers and passwords should be known to only supervisory personnel.
3. Client must request that Subscriber Code password be changed immediately when:
  - i. Any system access software is replaced by another system access software or is no longer used.
  - ii. The hardware on which the software resides is upgraded, changed or disposed of
4. Protect Subscriber Code(s) and password(s) so that only key personnel know this sensitive information. Unauthorized personnel should not have knowledge of your Subscriber Code(s) and password(s).
5. Create a separate, unique user ID for each user to enable individual authentication and accountability for access to ORCA's infrastructure. Each user of the system access software must also have a unique logon password.
6. Ensure that user ID's are not shared and that no Peer-to-Peer file sharing is enabled on those users' profiles.
7. Keep user passwords confidential.
8. Develop strong passwords that are:
  - i. Not easily guessable (e.g. your name or company name, repeating numbers and letters or consecutive numbers and letters);
  - ii. Contain a minimum of eight (8) alpha/numeric characters for standard user accounts
9. Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
10. Active logins to credit information systems must be configured with a 30-minute inactive session, timeout.
11. Restrict the number of key personnel who have access to credit information.
12. Ensure that personnel who are authorized access to credit information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of the ORCA Application for Service and the Client Service Agreement.
13. Ensure that Client and Client's employees do not access their own consumer reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose.
14. Implement a process to terminate access right immediately for users who access ORCA information when those users are terminated or when they have a change in their job tasks and no longer require access consumer information.
15. After normal business hours, turn off and lock all devices or systems used to obtain consumer information.

16. Implement physical security controls to prevent unauthorized entry to Client's facility and access to systems used to obtain consumer report information.

#### **B. Maintain a Vulnerability Management Program**

1. Keep operation systems(s), firewalls, routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and update.
2. Configure infrastructure such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including disabling unnecessary services or features, removing or changing default passwords, Username's and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
3. Implement and follow current best security practices for computer virus detection scanning services and procedures:
  - i. Use, implement and maintain a current, commercially available computers, systems and networks.
  - ii. If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquire process until the virus has been eliminated.
  - iii. On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.
4. Implement and follow current best security practices for computer anti-spyware scanning services and procedures'
  - i. Use, implement and maintain a current, commercially available computer anti-spyware scanning product on all computers, systems and networks.
  - ii. If you suspect actual or potential spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
  - iii. Run a secondary anti-spyware scan upon completion of the first scan to ensure all spyware has been removed from your computers.
  - iv. Keep anti-spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti-spyware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the internet (which prevents access to some known problematic sites), then it is recommended that anti-spyware scans be completed more frequently than weekly.

#### **C. Protect Data**

1. Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (e.g. tape, disk, paper, etc.).
2. All information provided by the Data Providers is classified as confidential and must be secured to this requirement at a minimum.
3. Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
4. Encrypt all ORCA data and information when stored on any laptop computer and in the database using AES or .3DES with 128-bit key encryption at a minimum.
5. Only open e-mail attachments and links from trusted sources and after verifying legitimacy.

#### **D. Maintain an Information Security Policy**

1. Develop and follow a security plan to protect the confidentiality and integrity of the personal consumer information as required under the GLB Safeguard Rule.
2. Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.
3. The FCRA Policy requires that you implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.
4. Implement and maintain ongoing mandatory security training and awareness sessions for all staff to underscore the importance of security within your organization.

**E. Build and Maintain a Secure Network**

1. Protect Internet Connection with dedicated, industry-recognized firewalls that are configured and managed using industry best security practices.
2. Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network Address Translation (NAT) technology should be used.
3. Administrative access to firewalls and servers must be performed through a secure internal wired connection only.
4. Any stand alone computers that directly access the internet must have a desktop firewall depleted that is installed and configured to block unnecessary/unused ports, services and network traffic.
5. Encrypt Wireless access points with a minimum of WEP 128 bit encryption and/or WPA encryption where available.
6. Disable vendor default passwords, service set identifier and IP Addresses on wireless access points and restrict authentication on the configuration of the access point.

**F. Regularly Monitor and Test Networks**

1. Perform regular tests on information systems (port scanning, virus scanning, vulnerability scanning).
2. Use current best practices to protect your telecommunications systems and any computer system or network device(s) you use to provide services hereunder to access ORCA systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access to penetration or exposure to an unauthorized third party by:
  - i. Protecting against intrusions;
  - ii. Securing the computer systems and network devices;
  - iii. And protecting against intrusions of operating systems or software.

**G. Unauthorized Access**

1. In the event of an unauthorized access there will be a thorough investigation as to the root cause; Client agrees to help facilitate the investigation fully.
2. Once the cause of the unauthorized access is determined, Client may be required to assume responsibility for costs associated with the unauthorized access and additional conditions may be established in order for Orca to continue to provide Consumer Reports to Client.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Orca's Reports

Circle the report you will be requesting.

Remember: These Reports do **NOT** include a credit report!!

## Type of Report

## Cost

## Turn Around (business hours)

### Mini (Top Seller!)

1 to 2 hours

- ◆ Includes verification of the applicant's name and Social Security number, court records and Washington State sex offender check.

### Super Mini

1 to 2 hours

- ◆ Includes verification of the applicant's name and Social Security number, court records, Washington State sex offender check, and current rental reference.

### Orca/ Lion

4 hours

- ◆ Includes verification of the applicant's name and Social Security number, court records, Washington State sex offender check, current and previous references (with three attempts only), and current employment verification.

### Killer Whale/ Beast

4 hours

- ◆ Includes verification of the applicant's name and Social Security number, court records, Washington State sex offender check, current and previous rental references, current employment verification, undisclosed address verification and bank verification.

### Commercial Report

6 to 8 hours

- ◆ Includes verification of the applicant's name and Social Security number, court records, current and previous rental references, employment verification where applicable, all bank and trade references listed on the application.

**\*Additional Searches Available \***

**Reports mailed to clients - additional \$5.00**



**Forms You May Want to Use  
in the Tenant Investigative Process**

# CONSUMER RIGHTS

FCRA AMENDMENT – SECTION 615

Dear Applicant:

We are informing you that your application for an apartment/house at \_\_\_\_\_ has been:

Rejected

Requires a deposit in the amount of \$ \_\_\_\_\_ .

Requires a co-signer of your lease

Requires an increased monthly rental amount of \$ \_\_\_\_\_ .

We are hereby informing you of certain information pursuant to the Fair credit Reporting Act, 15 U.S.C., Section 1681, at seq., as amended by the Consumer Credit Reporting Reform Act of 1996 (Public Law 104-209, the Omnibus Consolidated Appropriations Act for the Fiscal Year 1997, Title, II, Subtitle D, Chapter 1.)

The above adverse action on your application is based on one or more of the following:

Information contained in a consumer credit report obtained from the consumer credit reporting agency named in paragraph 2 of this letter.

A consumer credit report containing insufficient information obtained from the consumer credit reporting agency named in paragraph 2 of this letter.

Information received from a person or company other than a consumer-reporting agency such as rental/employment history. You have a right to make a written request to: ORCA Information, Inc., PO Box 277, Anacortes, WA 98221 within 60 days of receiving this letter for a disclosure of the nature of this information. Include a photocopy of your driver's license and Social Security card for proof of identity.

When a credit report is used in making the decision, Section 615(a) of the Fair Credit Reporting Act requires us to tell you where we obtained that report. The consumer-reporting agency that provided the report was:

**Trans Union Consumer Relations**, PO Box 1000, Chester, PA 19022. Phone 1-800-888-4213, [www.transunion.com/myoptions](http://www.transunion.com/myoptions) or go to [www.annualcreditreport.com](http://www.annualcreditreport.com) (order Trans Union credit specifically- free and instant)

Pursuant to Section 615 of the Fair Credit Reporting Act, we are notifying you that the above-noted agency(ies) only provided information about your credit/rental/employment history. It took no part in making the decision for adverse action on your rental application, nor can it explain why the decision was made.

You have certain rights under Federal Law, as explained in more detail in paragraphs below. Pursuant to the Fair Credit Reporting Act, you have a right to obtain a copy of your credit report, dispute its accuracy, and provide a statement describing your position if you dispute the credit report. If you believe your report is inaccurate or incomplete, you may call the consumer reporting agency at its toll-free number listed above or write to it at the listed address.

Pursuant to Section 612 of the Fair Credit Reporting Act, you have the right to obtain a free copy of your consumer report from the consumer-reporting agency whose name is checked above. You must request the copy within 60 days of the date you receive the letter.

Pursuant to Section 611 of the Fair Credit Reporting Act, if you dispute any of the information in your report, you have the right to put into your report a consumer statement of up to 100 words explaining your position on the item under dispute. Trained personnel are available to help prepare consumer statements.

You may have additional rights under the credit reporting or consumer protection laws of your state. For further information, you can contact your state local consumer protection agency or your state attorney general's office.

Sincerely,

## RESIDENT ACCEPTANCE POLICY

### SCORING:

Each applicant's investigative report shall be reviewed for three types of adverse Investigation: **NEGATIVES**, **TERMINALS** and **REQUIREMENTS**. If **THREE** or more **NEGATIVE** items are found in a report, with no extenuating circumstances (example: temporary loss of job, medical reasons, family emergencies, etc.), the applicant will be denied.

### NEGATIVES: The following items shall be considered negative items:

- \_\_\_\_\_ Any two credit accounts that have been rated R2 (30 – 59 days late) in the last seven years
- \_\_\_\_\_ Any credit account that has been rated R5 (120+ days late) in the last seven years.
- \_\_\_\_\_ Any two credit account charge off, discharged Chapter 13 Bankruptcy, vehicle repossession, lien or any unpaid civil judgment in the last seven years.
- \_\_\_\_\_ Any rental reference that includes more than 1 late payment or shows more than 1 NSF check
- \_\_\_\_\_ Any instance of unauthorized pets or persons occupying a unit rented to the applicant.
- \_\_\_\_\_ Any instance of improper or lack of Intent to Vacate notice and/or lease broken by the applicant.
- \_\_\_\_\_ Any employment situation which is temporary in nature.

### TERMINALS: The following items shall be considered terminal and sufficient to decline application:

- \_\_\_\_\_ Any OPEN bankruptcy
- \_\_\_\_\_ Any unpaid apartment collection, negative rental OR incomplete reference
- \_\_\_\_\_ Any eviction or Unlawful Detainer action and/or any current 3-Day or 10-Day Notice
- \_\_\_\_\_ Any income level or combined income level in the case of co-applicants, which does not meet the income requirements.
- \_\_\_\_\_ Any conviction for the selling of drugs or possession of drugs with intent to sell, or any conviction for contributing to the delinquency of a minor
- \_\_\_\_\_ Any registered or unregistered sex offender.
- \_\_\_\_\_ Any history of disruptive, malicious, violent behavior and/or more than 2 convictions of Domestic Violence.
- \_\_\_\_\_ Any false or misleading Investigation provided by the applicant on the written application or omission of a material fact.
- \_\_\_\_\_ A total of \$400 or more in unpaid collections in the last 7 years
- \_\_\_\_\_ Any criminal conviction which involves theft, burglary, robbery, serious offense, or a crime of violence as defined in RCW9.41.010

**REQUIREMENTS: 12 months of verifiable RENTAL HISTORY. Failure to provide rental history will result in a terminal.**

RESIDENTIAL RENTAL APPLICATION / EACH ADULT MUST FILL OUT SEPARATE APPLICATION

Address of Rental Property: \_\_\_\_\_ Unit # \_\_\_\_\_ Rent Amount \_\_\_\_\_

Applicant's Complete Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

SSN# \_\_\_\_\_ DL# / State Issued: \_\_\_\_\_

Tel# \_\_\_\_\_ Email Address: \_\_\_\_\_

Other Occupant's Name, Age & Relationship: \_\_\_\_\_

✓ Complete Every Item On Application. Incomplete and/or Inaccurate Information May Result in Process Delay or Denial of Tenancy.

Table with 2 columns: CURRENT ADDRESS (Required Entry) and PRIOR ADDRESS (Required Entry). Rows include Street, City, State, Zip, Apt #, Name of Apts, How Long (Mo/Da/Yr) From To, Pymts / Rent Pd To Amt, Landlord/Mgmt Co., Address, and Tel#.

✓ Current Employer \_\_\_\_\_ Tel# \_\_\_\_\_ Supervisor \_\_\_\_\_

Dept / Attached to \_\_\_\_\_ Occupation \_\_\_\_\_ Rank \_\_\_\_\_

Hire Date \_\_\_\_\_ Monthly Salary \_\_\_\_\_ Full Time \_\_\_\_\_ Part Time \_\_\_\_\_

Address \_\_\_\_\_ Suite \_\_\_\_\_ City \_\_\_\_\_ State/Zip \_\_\_\_\_

✓ Prior Employer \_\_\_\_\_ Tel# \_\_\_\_\_

Dept / Attached to \_\_\_\_\_ Occupation \_\_\_\_\_ Rank \_\_\_\_\_

Hire Date \_\_\_\_\_ Monthly Salary \_\_\_\_\_ Full Time \_\_\_\_\_ Part Time \_\_\_\_\_

✓ Additional Income (Interest, Child Support, Etc) \_\_\_\_\_

✓ Bank \_\_\_\_\_ Acct# \_\_\_\_\_ Branch \_\_\_\_\_ Tel# \_\_\_\_\_

✓ Pets? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, number, size, and type(s) \_\_\_\_\_

✓ Disability status and require special accommodations? \_\_\_\_\_

HAVE YOU OR ANY OTHER HOUSEHOLD MEMBER:

Ever been evicted or refused to pay rent? Yes \_\_\_\_\_ No \_\_\_\_\_ Ever been Charged or Convicted of a Crime? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes to any of the above, give details: What is the nature of the offense? What County(ies) and State(s)? \_\_\_\_\_

When? \_\_\_\_\_

Ever used any other name(s)? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, list name(s) \_\_\_\_\_

Are you or any other household member a Registered or Unregistered Sex Offender? Yes \_\_\_\_\_ No \_\_\_\_\_

Are you or any other household member currently using any illegal drugs? Yes \_\_\_\_\_ No \_\_\_\_\_

Auto/Year/Make/Lic#: 1.) \_\_\_\_\_ 2.) \_\_\_\_\_

Local Contact \_\_\_\_\_ Address \_\_\_\_\_ Tel# \_\_\_\_\_

Nearest Relative \_\_\_\_\_ Address \_\_\_\_\_ Tel# \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Address \_\_\_\_\_ Tel# \_\_\_\_\_

In compliance with the Fair Credit Reporting Act, State and Federal laws, this is to inform you that an investigation involving the statements made on this application for tenancy is being initiated by ORCA Information, Inc., 360-588-1633, PO Box 277, Anacortes, WA 98221. I certify that to the best of my knowledge all statements are "true & complete". I further authorize ORCA Information, Inc. to obtain EMPLOYMENT REFERENCES, COURT, CRIMINAL & JUVENILE RECORDS, ARREST DETENTION INFORMATION and CHARACTER REFERENCES, GENERAL REPUTATION, MODE OF LIVING, and RENTAL REFERENCES as needed to verify all information put forth on this application. SCREENING FEE IS NON-REFUNDABLE.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_



Phone #: ( ) - - - - -  
Fax #: ( ) - - - - -

Management Company:

ORCA Information, Inc.  
PO Box 277, Anacortes, WA 98221  
Phone: 360-588-1633/800-341-0022  
Fax: 360-588-1189/800-522-6722

