



Private Landlords, Investors – Owner Managed Properties

Online Tenant Investigations For Landlords

ORCA Information, Inc.
PO Box 277
Anacortes, WA 98221
Phone: 800-341-0022 / (360) 588-1633
Fax: 800-522-6722 / (360) 588-1189
www.orcainfo-com.com
orca@orcainfo-com.com

Online Tenant Investigations for: Private Landlords – Owner Managed Properties You Are The Investigator

Receive reports Online

Steps to set-up your account with Orca Complete and sign and submit the following

Before proceeding, this landlord package includes a Credit Decision Model rather than a complete credit report. If you want to receive credit reports the credit bureaus require you establish a "Legitimate Business." A different Membership Packet will need to be completed. For help call 800-341-0022

1. Landlord Membership Application
2. Service Agreement, Part A, Appendix A & B and Service Agreement, Part B.
3. Fax Verifying Documents (described below) to our office with the cover page provided in this packet:
 - A. Photocopy of your Driver's License or Government Issued ID.
 - B. 1 Residential Rental Application or lease agreement completed and signed by a potential tenant or tenant (with the word "Sample" written across the page)
 - C. Documents verifying ownership of all properties tenant investigations will be performed on (i.e. Title, Insurance)
 - D. Completed and Signed Credit Card Authorization for one time only Set-Up Fee of \$130.00 paid by Credit Card.
4. A Username and Password for Orca's Online screening services will be sent to you in separate emails
5. When online account is first accessed you must complete the Identity Verification using Knowledge Based Authentication (an online questionnaire required by the credit bureaus)



ORCA Information, Inc.

Fax Cover Sheet

* Telephone: 1-800-341-0022/(360) 588-1633 * Fax: 1-800-522-6722/(360) 588-1189
* www.OrcaInformation.com * Orca@orcainfo-com.com

TENANT & EMPLOYMENT SCREENING • EVICTION SUPPORT

Date: _____ Fax: 1-800-522-6722 Number of Pages: _____ (including cover page)

ATTENTION: Compliance Department FROM: _____

Company: Orca Information, Inc.

Compliance Department: Verifying Documents

Name: _____

Phone Number: _____ Email: _____

Please set-up my tenant screening account, with online access to the Credit Decision Profile system. I have submitted the Agreement for Services and the following are the verifying documents requested.

- Government Issued ID
- 1 Residential Rental Application or lease agreement completed and signed by a potential tenant or tenant (with the word "Sample" written in bold across the page)
- Documents verifying of ownership of all properties tenant investigations will be performed on

Signed Credit Card Authorization, authorizing charge of \$150.00 Set-up fee

Comments: _____

Signed: _____ Date: _____

If all pages were not received or other transmission problems occurred, please promptly notify our office. The information contained within this transmission is confidential and directed to the individual(s) named above. It may not be revealed to those who do not have a direct interest in the matter involved. Any misuse, unauthorized copying or other conduct with these documents is strictly prohibited.



Orca Information Set-Up Fee Charge Authorization

Date: _____

I _____, hereby authorize Orca Information, Inc.
to charge the below listed credit card to pay the \$130.00 Account Set-up fee.

Client Name: _____

Credit Card Number: _____

Expiration Date: _____

Card Holder's Name: _____

Billing Address of Card:

Street Address

City State Zip

Signature: _____

Date: _____

ORCA'S ONLINE CREDIT DECISION MODEL

- 1) Obtain a Completed and Signed Residential Rental Application from the applicant.
- 2) Use Orca's Online Screening Service to obtain an applicant's Credit Decision Model. A Credit Decision Model is a Report with limited information based on the applicant's TransUnion Credit Report. A Credit Decision Model consists of:
 - An A through F Grade based on the applicant's Credit Score with TransUnion.

Credit Decision Model Grading Scale

A	B	C	D	F	No Grade
750+	650-749	550-649	500-549	350-499	Cannot Score

- 3) Upon review of their Credit Decision Model – you can decide if you want to continue with the investigative process. If you decide that an applicant with a certain level of negative credit no longer qualifies – Based on their credit pro file:
 - a) Make note on their file of your decision not to rent, what part of their Credit Decision Model was derogatory, and any other details regarding your decision not to rent to them based upon their credit information;
 - b) Explain why they no longer qualify for the unit;
 - c) Give them a copy of the Consumer Rights Letter (required by law, copy is included in this packet and available online) and thank them for their time.

CONTINUE THE INVESTIGATIVE PROCESS

- 4) Orca Information offers other online screening investigations that include:
 - Identity Verification and in-Depth Residential History
 - National Criminal
 - National Sex Offender Registry
 - Terrorism (OFAC)
 - International Drug Trafficking
 - FBI Federal/State/Local Wanted Fugitives
 - Nationwide Eviction Search



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

PLEASE PROVIDE THE FOLLOWING:

Landlord Name: _____ Number of Units/Rentals: _____

Address: _____ City: _____ State: _____ Zip: _____

Date of Birth (mm/dd/yyyy): _____ Last 4 digits of Social Security Number: _____

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 All Properties 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 all properties listed above with the County Assessor's office.**

Send Monthly Invoice to:

Email: _____ or

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

I certify to the best of my knowledge that all statements are "true & complete". I further certify that tenant investigations will only be performed on the properties listed.

Signed _____ Date _____

Service Agreement

Part A

Amended June 1, 2015

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 _____ type of company and has a permissible purpose for obtaining consumer 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 i.e. Applicant has provided End User with a completed and signed Residential Rental Application**
- **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.

End User consents to identity verification using a knowledge based authentication system. Online questionnaire required by credit bureaus must be completed before online services can be accessed.

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 reason-

- 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 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.

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.

12. With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, or a material change in existing legal requirements which adversely affects this Agreement, Orca Information, Inc. may, upon its election, discontinue serving the Subscribers and cancel this Agreement immediately. If determined violation is due to breach of confidentiality, suspected or actual fraud, or other belief that End User may have violated any applicable laws including but not limited to the FCRA and/or GLBA, Trans Union Credit Bureau will be notified of termination.

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

End User agrees that all properties they will request Investigations for will be provided on Membership Application form. If End User acquires new properties, they will contact us to update their account information in order to be compliant with TransUnion.

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

Printed Name

Landlord, Investor Name

Date

Orca Office Use Only
_____ Orca Information Authorized Signature
_____ Printed Name
_____ Orca Information Title
_____ Date

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. 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 provided

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.

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, 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.:

I hereby acknowledge that I have read and understand the obligations described herein per FCRA, Appendix A.

By: _____ Date: _____

Section 602 15 U.S.C. 1681

Section 603 15 U.S.C. 1681a

Section 604 15 U.S.C. 1681b

Section 605 15 U.S.C. 1681c

Section 605A 15 U.S.C. 1681cA

Section 605B 15 U.S.C. 1681cB

Section 606 15 U.S.C. 1681d

Section 607 15 U.S.C. 1681e

Section 608 15 U.S.C. 1681f

Section 609 15 U.S.C. 1681g

Section 610 15 U.S.C. 1681h

Section 611 15 U.S.C. 1681i

Section 612 15 U.S.C. 1681j

Section 613 15 U.S.C. 1681k

Section 614 15 U.S.C. 1681l

Section 615 15 U.S.C. 1681m

Section 616 15 U.S.C. 1681n

Section 617 15 U.S.C. 1681o

Section 618 15 U.S.C. 1681p

Section 619 15 U.S.C. 1681q

Section 620 15 U.S.C. 1681r

Section 621 15 U.S.C. 1681s

Section 622 15 U.S.C. 1681s-1

Section 623 15 U.S.C. 1681s-2

Section 624 15 U.S.C. 1681t

Section 625 15 U.S.C. 1681u

Section 626 15 U.S.C. 1681v

Section 627 15 U.S.C. 1681w

Section 628 15 U.S.C. 1681x

Section 629 15 U.S.C. 1681y

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, Bliley 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.

I hereby acknowledge that I have read and understand the obligations described herein in 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.)?

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 understand I will notify Orca Information, Inc. prior to a change in ownership.
- Yes No I understand that if our company office is moved to a new address, I must notify Orca Information, Inc. and I also acknowledge that a new On-Site Inspection must be performed.
- 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, asset location service, attorney or law office, bail bondsman, check cashing, credit counseling, credit repair, dating service, financial counseling, foreign company or agency of a foreign government, genealogical research, massage service, news agency or journalist, company hat locates missing children, pawn shop, private detective, individual seeking Investigation for private use, repossession company, spiritual counseling, subscriptions (magazines, book clubs), tattoo service, time shares (company seeking information in connection with time shares. Exception: financiers of time shares), insurance company, law enforcement (unless for employment investigative purposes), legal services, weapons dealer. ***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.

Signed by

Printed Name

Orca Office Use Only
_____ Orca Information Authorized Signature
_____ Printed Name
_____ Orca Information Title
_____ Date

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 CRA. 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 presentment 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 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
Computer Virus	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.
Confidential	Very sensitive information. Disclosure could adversely impact your company.
Encryption	Encryption is the process of obscuring information to make it unreadable without special knowledge.
Firewall	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.
Information Lifecycle	(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.
IP Address	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, internet fax machines, and some telephones. -must have 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.
Peer-to-Peer	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 permission.
Router	A router is a computer
Spyware	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. Spyware is a type of program that watches what users do with computers and then send information over the internet.

SSID	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
Subscriber Code	Your seven digit credit reporting agency account number
WEP Encryption	(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.
WPA	(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).

Signature

Print 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 date (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.

Signed by

Printed Name

Landlord, Investor Name

Date

Orca Office Use Only
_____ Orca Information Authorized Signature
_____ Printed Name
_____ Orca Information Title
_____ Date



Orca's Screening Services

Landlord

Our *In-House* Traditional Services

- **Fast Turnaround Times**
- **Easy to Read Reports**
- **In-depth Criminal Records**
- **Submit Applications Online 24/7**
- **Submit Applications via Fax 24/7**
- **Credit Card Payments Available**
- **Discounts Available**

Reports, Fees and Turnaround Time

<i>Identity Verification Report</i>	<i>\$11 (Each)</i>	<i>1-2 hours</i>
Report includes in-depth residential history, social security number verification & issuance information, and verification of applicant's full name and/or aliases.		
<i>Court Report</i>	<i>\$26</i>	<i>2 hours</i>
Report includes most recent seven years of history, criminal & civil (evictions, harassment, stalking), and sex offender registry search.		
<i>Co-Signer</i>	<i>\$27</i>	<i>2 hours</i>
Report includes credit decision model and employment verification.		
<i>Mini Report</i>	<i>\$34</i>	<i>2 hours</i>
Report includes credit decision model, court records search, and sex offender registry search.		
<i>Super Mini Report</i>	<i>\$38</i>	<i>2 hours</i>
Report includes credit decision model, court records search, sex offender registry search and reference of choice: current, previous or employment.		
<i>Orca Report</i>	<i>\$44</i>	<i>4-5 hours</i>
Report includes credit decision model, court records search, sex offender registry search, current rental reference, previous rental reference, and current employment verification (Only three attempts will be made to obtain any reference).		
<i>Killer Whale Report</i>	<i>\$54</i>	<i>4-6 hours</i>
Report includes credit decision model, court records search, sex offender registry search, current rental reference, previous rental reference, current employment verification, undisclosed address search, and bank verification.		
<i>Commercial Report</i>	<i>\$69</i>	<i>6-8 hours</i>
Report includes credit decision model, court records search, sex offender registry search, current rental reference, previous rental reference, employment verification, all bank and trade references listed on application.		

- Additional \$3 processing fee when paying with credit card•

ORCA Information, Inc.

Online Screening Reports, Fees and Turnaround Times

Report:

Fee:

Turnaround Time:

Pod 1

\$26

INSTANT

Includes Identity Verification and in-Depth Residential history, National Criminal Court Search, National Sex Offender Registry search, Terrorism Database Search (OFAC), International Drug Trafficking database Search, FBI Federal/State/Local Wanted Fugitive Search

Pod 2

\$31

INSTANT

Includes Identity Verification and in-Depth residential History, National Criminal Court Search, National Sex Offender Registry Search, Terrorism Database search (OFAC), International Drug Trafficking Database Search, FBI Federal/State/Local Wanted Fugitives Search, Nationwide Eviction Search.

Pod 3

\$16

INSTANT

Includes Credit Decision Model, an informational report based on TransUnion Credit Report that provides an A through F Grade based on the TransRisk score

Global Report

\$26

INSTANT

An Extensive Search of the following databases: OFAC Specially Designated Nationals (SDN) and Blocked Persons. OFAC Sanctioned Countries including major cities and Ports, Non-Cooperative Countries and Territories, Department of State Trade Control (DTC) Debarred Parties, U.S. Bureau of Industry and Security (formerly BXA), Unverified Entities List, Denied Entities List, Denied Persons List, FBI Most Wanted Terrorists and Seeking Information, FBI Top Ten Most Wanted, INTERPOL Most Wanted List, Politically Exposed Persons List, European Union Terrorism List, and World Bank Ineligible Firms.

Essential Report

\$45

INSTANT

Includes Name and Social Security Number Verification, In-Depth Address History, Aliases, Available Phone Numbers, Date of Birth, National Criminal Court Search, PLUS Global Report

Statewide and/or County Wide Searches

Available in all 50 states. Comprehensive State and county searches by name performed in our office, cost and return time varies, call for quotes 800-341-0022

A \$130.00 Set up fee for the administrative costs of online screening will be charged at the time of set up.



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



Note to Landlord On Suggested Tenant Selection Policy and Consumer Rights Letter:

1. Give applicant(s) the TENANT SELECTION POLICY document up front. It can be on top of and attached to the hard copy rental application or if applicant(s) are applying online it can be presented BEFORE viewing online application.
2. Some landlords like to add a signature line at the bottom of document. Then applicant(s) sign the TENANT SELECTION POLICY. Manager of site or landlord can also sign. Include date of signature(s). Landlord then keeps a copy of the signed and dated TENANT SELECTION POLICY in appropriate folder.
3. After review of Tenant Screening Report - In the event landlord takes ADVERSE ACTION (denial of tenancy, required co-signer or increased deposit, etc...) landlord gives the Adverse Action/Consumer Rights Letter to applicant(s). Mark off appropriate areas indicating why "Adverse Action" was taken. If credit score was included in the tenant screening report, fill in the score section of the document as well (most landlords do not use the score).

The above should help landlords comply not only with the Washington State Fair Tenant Screening Act of 2012, but with the Fair Credit Reporting Act and Credit Bureau regulations as well.

Rebekah Near is a public speaker and trainer on both Employment and Tenant Screening topics for Business Owners, HR Directors, Property Management and Landlord associations Nationwide. She has shared her knowledge of "minimizing risk - secrets to quality background investigations" with thousands at the local, regional and National level conferences. Soon Rebekah will have her classes available via webinar (look for them). Also, she is a Real Estate Clock Hour Instructor for the State of Washington. For more information and a list of classes, contact Rebekah directly: rebekahn@orcainfo-com.com, 800-341-0022, www.orcainfo-com.com

TENANT SELECTION POLICY

When reviewing a Rental Application and Tenant Screening Report we will consider: Extenuating circumstances (temporary loss of job, medical reasons, family emergencies, etc.). Applicant's screening report will be reviewed for the following adverse (negative) information:

CREDIT

Civil Judgments and/or collections for rentals and/or utilities
Bankruptcy, foreclosures, negative credit
Lack of credit history

COURT RECORDS

History of criminal behavior that may negatively affect tenancy – drugs, sex offense, theft, robbery, assault, active warrants, etc...

REFERENCES

Lack of 12 months of continuous, positive, objective rental history
Negative and/or incomplete rental references

EMPLOYMENT/INCOME

Lack of proper documentation proving adequate income to pay rent (earnings need to be 3 times rent amount)

Screening Report will also be reviewed for:

1. False information and/or omission of material fact listed on Rental Application
2. Lack of information provided on Rental Application

Applicants need to provide:

1. Copy of Social Security Card or equivalent proof of identity (Visa, Passport, etc)
2. Drivers License
3. Proof of adequate income
 - Most recent check stub with year to date earnings
 - Self Employed – Tax Returns for last two years
 - Retired – Copies of Deposit slips, Investment Earnings Documentation, Social Security Earnings Documentation, Bank Deposit History
 - Additional Income – Documents proving Child Support, Trust Funds, Bank Deposit History

In the event of Adverse Action (denial of tenancy, cosigner or increased deposit required) you have the right to a FREE copy of the background check we reviewed and processed by Orca Information, Inc. You also have the right to dispute the accuracy of any information therein.

Do not ask the Property Manager/Landlord for a copy of the background check processed. They are unable to give you a copy (Fair Credit Reporting Act). Upon Adverse Action the Property Manager/Landlord you are applying with will give to you the Adverse Action/Consumer Rights Letter. This letter describes in detail how you may obtain from the appropriate agencies and companies, a free copy of the background check

You have the right to obtain a FREE copy of your credit report each year from every credit bureau (Equifax, Experian, Trans Union). For a FREE copy log onto: www.annualcreditreport.com
Orca Information obtains their credit reports from Trans Union

Note: In compliance with Washington State's Fair Tenant Screening Act of 2012, and the Fair Credit Reporting Act (FCRA), this is to inform you that the background investigation will be processed through Orca Information, Inc. We may be obtaining credit reports, court records (civil and criminal), arrest detention information, employment and rental references as needed to verify all information put forth on your rental application.

Orca Information, Inc. contact information is: www.orcainfo-com.com, orca@orcainfo-com.com, 800-341-0022, PO Box 277, Anacortes, WA 98221.

Consumer's Rights
FCRA Amendment – Section 615

Name _____
Address _____
City _____ State _____ Zip Code _____

This notice is to inform you that your application has been:

- Rejected
- Approved with conditions
- | | |
|---|---|
| <input type="checkbox"/> Residency requires an increased security deposit | <input type="checkbox"/> Residency requires last month's rent |
| <input type="checkbox"/> Residency requires a qualified guarantor | <input type="checkbox"/> Residency requires an increased monthly rent of \$ _____ |
| <input type="checkbox"/> Other _____ | |

Adverse action on your application was based on the following:

- Information contained in a consumer credit report.
 The consumer report did not contain sufficient information.
 Information received in a criminal record.
 Information received in a civil record.
 Information received from an employment verification.
 Information received from previous rental history or reference.
 Other _____

If this box is checked, the adverse action was taken, in whole or in part, based upon a consumer report. If a credit score is included in the aforementioned consumer report, information about that credit score is found on page 2 of this notice. The consumer reporting agency that provided that report is:

Orca Information, Inc: P.O. Box 277, Anacortes, WA 98221
1-800-341-0022 www.orcainfo-com.com

For a free copy of your credit report go to: www.annualcreditreport.com

If this box is checked, the adverse action was taken, in whole or in part, based upon information received from a person or company other than a consumer reporting agency. When this occurs, you have the right to make a written request to us for a disclosure of the nature and scope of that information. Such a request must be made within sixty (60) days of receiving this letter.

Please note that the above designated Consumer Reporting Agency or Agencies did not make the decision to take the Adverse Action and are unable to provide you with the specific reasons why the Adverse Action was taken.

Pursuant to Federal law, you have the following rights: (1) Pursuant to the Fair Credit Reporting Act (FCRA), you have a right to obtain a copy of your Consumer Report. To obtain a free copy of your Consumer Report, you must request a copy within sixty (60) days of the date you received this letter by writing or telephoning the consumer reporting agency(ies) checked above. (2) If you believe your report contains any erroneous information, is inaccurate or incomplete, you have the right under the Fair Credit Reporting Act to dispute its accuracy or completeness of the information, and 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. (3) You also have certain rights under Credit Reporting and Consumer Protection Laws of your state. For further information, you can contact your state or local consumer protection agency, or your state's attorney general's office.

DATED this _____ day of _____, 20__.

AGENT/OWNER Signature

AGENT/OWNER Signature

Para información en español, visite www.ftc.gov/credit o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N. W., Washington, D. C. 20580.

A Summary of Your Rights Under the Fair Credit Reporting Act

The Federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you -- such as if you pay your bills on time or have filed bankruptcy -- to creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA 15 U.S.C. 1681-1681u, at the Federal Trade Commission's web site (<http://www.ftc.gov>). The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

You must be told if information in your file has been used against you. Anyone who uses information from a CRA to take action against you -- such as denying an application for credit, insurance, or employment -- must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.

You can find out what is in your file. At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.

You can dispute inaccurate information with the CRA. If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs -- to which it has provided the data -- of any error) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.

Inaccurate information must be corrected or deleted. A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.

You can dispute inaccurate items with the source of the information. If you tell anyone -- such as a creditor who reports to a CRA -- that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.

Outdated information may not be reported. In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.

Access to your file is limited. A CRA may provide information about you only to people with a need recognized by the FCRA -- usually to consider an application with a creditor, insurer, employer, landlord, or other business.

Your consent is required for reports that are provided to employers, or reports that contain medical information. A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.

You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers. Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.

You may seek damages from violators. If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA:

FOR QUESTIONS OR CONCERNS REGARDING: PLEASE CONTACT:

CRAs, creditors and others not listed below	Federal Trade Commission Consumer Response Center - FCRA Washington, DC 20580 202-326-3761
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-518-6360
State chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 800-934-FDIC
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051

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.

<u>CURRENT ADDRESS (Required Entry)</u>	<u>PRIOR ADDRESS (Required Entry)</u>
Street _____	Street _____
City _____ State _____ Zip _____	City _____ State _____ Zip _____
Apt # _____ Name of Apts _____	Apt # _____ Name of Apts _____
How Long (Mo/Da/Yr) From _____ To _____	How Long (Mo/Da/Yr) From _____ To _____
Pymts / Rent Pd To _____ Amt _____	Pymts / Rent Pd To _____ Amt _____
Landlord/Mgmt Co. _____	Landlord/Mgmt. Co _____
Address _____	Address _____
Tel# _____ Rent/Own/Lease _____	Tel# _____ Rent/Own/Lease _____

✓ **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

