



### Application for Membership

Every field on this Application **MUST** be completed. If not applicable, you must write N/A. Failure to fully complete this Application in its entirety and return it along with the signed Certification (attached) and required documents will delay and/or deny your approval. **NOTE: UNDER NO CIRCUMSTANCE MAY OUR MEMBERS RESELL ANY INFORMATION THAT IS OBTAINED FROM VERISCREEN, INC.**

#### Company Information

Business Name (Hereinafter "Client")		Website Address(es) / URLs (if applicable)		
Doing Business As		Company Main Phone	Company Main Fax	
Describe Primary Business Purpose:				
Street Address (Physical Address)		City	State	Zip
Main Contact	Title	Work Phone Number		
Email Address	How did you hear about us?			
How many reports do you anticipate ordering each month?	How many employees?	How many rental units?		
Request to place orders by: Internet, Fax, or Email (List all that apply)		Request to receive results by: Internet, Fax, or Email (List all that apply)		
Billing Address (if different)		City	State	Zip
Billing Phone Number	Billing Email Address			

**Credit Card Authorization, if you want a debit or credit card charged for usage.  
We would be happy to set you up on terms after approval from credit dept.**

Name on Card		Card Type (MC, Visa, Discover, AMEX)		
Card Number		Expiration Date		
Credit Card Billing Address		City	State	Zip
Authorized Signature	Printed Name	Date		

## **Compliance Assurances**

Client agrees, acknowledges and warrants, as a user / distributor of various credit related products and services, (the "Reports") that as applicable:

1. It shall and it shall cause its customers ("Customers") to abide by and accept responsibility for accessing, processing and using the Reports in accordance with the Fair Credit Reporting Act (FCRA) as amended by the Fair and Accurate Credit Transactions Act of 2003 (FACT Act), the Gramm-Leach-Bliley Act of 1999 (GLB Act), the Driver Privacy Protection Act (DPPA), the laws of the applicable state issuing Motor Vehicle Records (MVRs), and with the requirements of the credit bureaus and database providers providing access to the Reports, as well as all other applicable local, state and federal laws governing access to the Reports; and
2. As a customer of VeriScreen you agree to obtain a proper release and authorization from each applicant prior to requesting a Report on that applicant; and
3. As a VeriScreen customer you agree to inform anyone denied employment or housing as a result of information provided by VeriScreen that they have the right to copy of their background and credit check directly from the VeriScreen and direct them to us via a denial letter either provided by our system or provided by you informing them of the procedure to obtain a copy of their report and how to dispute their report.
4. Compliance and keeping up to date with new requirements or laws is the responsibility of VeriScreen and its customers.
5. You that a consent form must be maintained for all consumer report information requested, for a minimum of twenty-four (24) months; and
6. You agree that you will secure consumer reports on individuals solely for its use in credit, collection, underwriting or employment transactions between itself and the individual to whom information refers and/or for such other "permissible purposes" related to a business transaction as are defined by the FCRA and that it will neither request nor use any such information for any other purpose; and
7. You further agree to take all reasonable precautions to ensure that the Reports and consumer report information on individuals will be held in strict confidence, disclosed only to those of its employees whose duties reasonably relate to the legitimate business purpose for which the information was requested and not disclosed to any other person in whole or in part unless required by valid subpoena or court order; and
8. Consumer questions or comments regarding Reports shall be provided to the CRA providing same, with the CRA's name, address and telephone number provided to any consumer that is the subject of the disputed Report; and
9. It is understood that an independent third party "Site Survey" of your business location may be necessary prior to accessing consumer or other reports, for which a fee will be assessed. In accordance with the FCRA as well as credit bureau and data repository policies, as part of the investigation, credentialing and processing of this Application, you and your principal (owner or officer) signing below, understands, consents and authorizes that a criminal, consumer credit and other background checks from a database Repository, Credit Bureau or Consumer Credit Reporting Agency, as applicable, may be obtained on Client's business and its principal, to determine background, credit worthiness, credit standing and credit capacity, as applicable to Client. The signature of Client's authorized representative acknowledging acceptance of the above terms and conditions is set forth at the end of the attached Certification.
10. You agree not to sell or resell any of the information obtained from VeriScreen for any reason.

***Record Retention: It is important that you keep credit applications for a reasonable amount of days from the date of application. This will help to facilitate the investigative process if a consumer claims that your company inappropriately accessed their credit report. The Federal Equal Credit Opportunity Act states that a creditor must preserve all written or recorded information connected with an application for 25 months.)***

*"Under Section 621 (a) (2) (A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$2,500.00 per violation."*

## **Permissible Purpose Guidelines**

Section 604 of the Federal Fair Credit Reporting Act ("FCRA" – 15 U.S.C. § 1681 et seq.) sets forth the "permissible purposes" (as defined therein) for companies to obtain consumer information from a credit-reporting agency:

- a. Intend to use the information in connection with a credit transaction involving the consumer on whom the information is being furnished, or
- b. Intend to use the information for employment purposes, or
- c. Intend to use the information in connection with the underwriting of insurance, or
- d. Intend to use the information in connection with a collection, or
- e. Intend to use the information in connection with a transaction initiated by the consumer, or
- f. Intend to use the information in connection with the written consent of the consumer, or
- g. Intend to use the information in connection with government licensing.

If your product lines are for different permissible purposes as listed above, a separate intended use must be identified each time for each type. If you intend to use a consumer report for employment purposes or in connection with a consumer bankruptcy filing, you must inform us of the intent and complete the appropriate documents to receive the proper inquiry coding required. If you are contacted by us or a consumer whose consumer information you have accessed, you *must* provide us or the consumer with the name and address of the person to whom the report was sold.

## **Employment Screening Requirements**

If your business intends to use credit reports and background screening information for employment screening purposes, please read carefully.

Certain bureau products (Experian's Employment Insight, Equifax's Persona Report) may be sold to members who access credit reports and information for employment purposes. These reports differ from the consumer credit profile by suppressing information that is not applicable to an employment decision or may inadvertently violate an equal opportunity law. Suppressed information includes account numbers, year of birth and spouse references. Such bureau products also notify applicants that their file was accessed if it contains derogatory public record information, such as bankruptcies, liens and judgments. Additionally, inquiries only display on the report provided to the applicant. They do not display on the report provided to a potential employer.

The Consumer Credit Reporting Reform Act of 1996 added to the Fair Credit Reporting Act ("FCRA") a new section 604 (b), governing the use of consumer reports (and other data, including, but not limited to, motor vehicle, criminal and eviction data) for employment purposes. This membership packet includes the necessary documents to comply with the new law and to implement appropriate internal procedures.

Brief overview of Section 604 (b) of the amended FCRA:

The FCRA essentially mandates four conditions on credit reports for employment purposes:

1. Before pulling a consumer report, the end user must provide a "clear and conspicuous" written disclosure to the consumer in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes, and obtain a written authorization from the consumer to pull his or her credit report;
2. Before taking any adverse actions based in whole or in part on the credit report, the end user must provide the consumer a copy of the report, and a written summary of the consumer's rights as prescribed by the FCRA;
3. The end user must certify to the credit reporting agency/reseller that in addition to complying as above, the report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation; and
4. Consumer reporting agency must provide with the credit report a Summary of Consumers Rights.

This notice is not intended to provide you with legal advice regarding the Consumer Credit Reporting Reform Act of 1996 but rather represents an interpretation of the changes mandated by the Act. Please consult your legal counsel for verification of and more detailed information regarding the Consumer Credit Reporting Reform Act of 1996.

## **Employment Compliance Certification**

At the time of establishing a customer relationship with a consumer and not less than annually during the continuation of such relationship you shall provide a clear and conspicuous disclosure to such consumer, in writing or in electronic form or other form permitted by the regulations prescribed under section 6804 of this title.

In compliance with the Federal Fair Credit Reporting Act as amended by the Consumer Credit Reporting Reform Act of 1996 (the "Act"), the company whose signature is affixed to the Checklist ("End User") hereby certifies to Consumer Reporting Agency that it will comply with the following provisions:

1. End User will ensure that prior to procurement or causing the procurement of a consumer report for employment purposes (an Employment Insight Report):
  - a) A clear and conspicuous disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and
  - b) The consumer has authorized in writing the procurement of the report by the End User.
2. In using a consumer report for employment purposes, before taking any adverse action based in whole or in part on the report, the End User shall provide to the consumer to whom the report relates:
  - a) A copy of the report; and
  - b) A description in writing of the rights of the consumer under the Act can be supplied upon request.
3. The information from the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

The requirements herein shall not apply if the report is provided to the employer in connection with suspected misconduct related to employment, or in compliance with federal, state or local laws and regulations, the rules of a self-regulatory organization (as defined in the Sarbanes-Oxley Act of 2002), it is not obtained for the determining the individual's credit worthiness and it is only provided to the employer, a federal agency, a self regulatory organization or as required by law.

The signature of Client's authorized representative acknowledging acceptance of the above terms and conditions is set forth at the end of the attached Certification.

VeriScreen's users understands that VeriScreen is not legal counsel and cannot provide legal advice. VeriScreen's users should work with counsel to develop an employment screening program specific to their needs. It is necessary for Veriscreen's users to work with counsel to ensure that client's policies and procedures related to the use of CRA-provided information are in compliance with applicable legal and regulatory requirements.

## **Certification**

Client has selected to utilize certain consumer credit products that are governed by the FCRA and Credit Bureau / Repository guidelines. Therefore, Client must read all above sections and certify below that Client is and will remain in compliance. For questions please call: 1-770-423-1997. The signed Certification, along with the fully completed Application, must be sent in their entirety to: Creative Human Resource Management, Attn: Credit Credentialing, Fax: 770-423-1997.

By initialing next to each item to verify compliance, Client certifies that:

Pre-Adverse and Adverse Action - If you are running employment or volunteer screening products with VeriScreen you have certain legal requirements and responsibilities when you are planning to take adverse action based in information provided by VeriScreen and should consult with your legal counsel regarding specific legal requirements in your state(s).

Record Protection - Client understands the sensitive nature of consumer reports, the need to protect the information and the consumer report retention and destruction practices outlined by the FCRA.

Destroy data in a secure manner to make it inaccessible, unreadable, and/or unrecoverable by:

- burning, pulverizing, or shredding,
- destroying or erasing electronic files, and/or
- after conducting due diligence, hire a document destruction company. In addition, paper documents containing personally identifiable information (particularly name, date of birth, and SSN) , if retained at individual desks/workstations, shall be destroyed or inaccessible no later than the end of each work day
- Protect the privacy of consumer information which is contained in motor vehicle records, and access DMV records only with written consent of consumer

\_\_\_\_\_ I have read and accurately and fully completed the **Application** section

Complete all appropriate sections. Be sure to include principal information.

Read each item listed in the FCRA section and initial choice of use and permissible purpose. Select and attach one of the items listed in the Bona Fide Business Verification Section.

Tenant screening companies must attach three completed rental applications along with one of the other items listed. If an individual landlord, provide one of the items listed along with a photo id.

\_\_\_\_\_ I have read, is and will remain in compliance with the **Compliance Assurances** section

\_\_\_\_\_ I have read, is and will remain in compliance with the **Permissible Purpose Guidelines** section

\_\_\_\_\_ I have read, is and will remain in compliance with the **Employment Screening Requirements** section

\_\_\_\_\_ I have read, is and will remain in compliance with the **Employment Compliance Certification** section

You certify that the terms on this and the prior pages have been read, the information is accurate and that the undersigned agrees to all of the above terms and conditions as written on behalf of Client and represents that he / she is authorized to execute on behalf of Client and that facsimile signatures shall be construed as valid and binding marks.

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

\_\_\_\_\_  
Signature of Owner or Officer or authorized person

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For more information please down load the following addendums from our website or contact our office and we will explain or provide you with the information you need or request.

FACT Act Summary Addendum

FCRA Requirements Addendum

California Addendum