



**E. PERMISSABLE PURPOSE INFORMATION:** *(Application will not be processed unless this information is provided below)*

Describe the specific purpose for which LAPA credit information will be used:

**To check and verify credit history for the purpose of screening prospective tenants**

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**F. BILLING ADDRESS:**

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
County: \_\_\_\_\_

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**G. BANKING REFERENCES:** *(Please provide the name of the bank which maintains your business checking account)*

Bank: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Business Checking Account: \_\_\_\_\_

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I have read and understand the “**FCRA** and **GLB** Requirements” notice as well as Experian Security Requirements and will take all reasonable measures to enforce them within my facility. I certify that I will use the **LAPA** credit report for no other purpose other than what is stated in the Permissible Purpose section on this application. I will not resell the report to any consumer directly or indirectly. I understand that if my system is used improperly by company personnel, or if my access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of my company, I may be held responsible for financial losses, fees or monetary charges that may be incurred and that my access privileges may be terminated.

Member acknowledges that he/she has received and read a copy of the current Subscriber Service Agreement Terms and Conditions of Membership for **LAPA**. **LAPA** reserves the right at anytime without notice, to amend the Subscriber Service Agreement of Membership. **MEMBER ACKNOWLEDGES AND ACCEPTS FULL RESPONSIBILITY AND GUARANTEES PAYMENT FOR ALL SERVICES RENDERED THROUGH LAPA.**

Initial: \_\_\_\_\_

Member must notify LAPA immediately by telephone or writing if their internet passwords are lost or stolen. Member is responsible for all reports ordered under their company password. Failure to notify LAPA of the loss of your passwords may result in the posting of significant charges to the credit card account you identify on your application.

Initial: \_\_\_\_\_

Member agrees that LAPA may pursue all avenues of collection, including use of collection agencies, and authorizes LAPA to prepare and submit credit card charges using any/or all cards listed above to recover all charges and all unpaid accounts due.

Initial: \_\_\_\_\_

**Important Tax Notice**

Credit Reports are subject to sales tax for members located in the state of Pennsylvania. If you are located in PA and are tax exempt for any reason, please submit a statement of your tax exemption certificate along with this application. If you remit a use tax directly to the state, please submit a statement of use tax or a letter on your letterhead which states that you pay use tax.

All replications of the Membership Application shall be deemed an original.

I certify that I have read the above statements and all information provided is accurate and hereby authorize the Bank & Business References to release information to LAPA.

\_\_\_\_\_  
Member Name

\_\_\_\_\_  
Type or Print Name and Title of Owner or Officer

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

# LANDLORD ASSOCIATION OF PENNSYLVANIA

## SUBSCRIBER SERVICE AGREEMENT

Subscriber Service Agreement entered into as of \_\_\_\_\_ by Landlord Association  
(Date)

of Pennsylvania (LAPA) and \_\_\_\_\_  
("Subscriber")

### SECTION ONE. Statement of LAPA and Subscriber Responsibilities:

#### LAPA Agrees:

- 1.1 LAPA shall resell to Subscriber on request, credit information on consumers, businesses or corporations stored in LAPA computerized credit reporting system or obtained from other reliable sources available to same.
- 1.2 LAPA will exercise its best efforts to deliver credit or other information requested by Subscriber in an expeditious and efficient manner, but it shall have no obligation or liability to Subscriber for the accuracy, timeliness, completeness, merchantability or fitness for a particular purpose of the services, information in the services or the media on or through which the services are provided under this agreement.
- 1.3 LAPA shall respectively exercise its best efforts to furnish to Subscriber accurate and reliable information, but does not guarantee the correctness, currency or completeness of such information. Neither LAPA, nor its officers, employees, agents or suppliers shall be liable to Subscriber for any claim, injury or damage consequent upon furnishing such information.

#### Subscriber Agrees:

- 1.4 Subscriber shall provide LAPA with appropriate identifying information as to itself and the consumer when requesting information.
- 1.5 Subscriber hereby certifies and agrees that its operation is in compliance with Public Law 91-508 (Fair Credit Reporting Act) and all other applicable state and federal statutes and will request and use credit information received from LAPA solely in connection with transactions pursuant to the following terms:
- 1.6 Subscriber agrees to pay LAPA the applicable charge quoted by LAPA to Subscriber for the various services rendered to Subscriber. Payment by Subscriber shall be due twenty (20) days following receipt of invoice. A late payment charge of 1½% per month will be imposed on overdue payments. Subscriber will be liable for all legal and other costs and expenses incurred by Subscriber, including but not limited to reasonable attorneys' fees in the event that LAPA must take action to secure payment for services rendered to Subscriber.
- 1.7 Subscriber hereby certifies and agrees that the use of LAPA credit reports will not be used for any other purpose other than what is stated in the Permissible Purpose section on this agreement and for the type of business listed on this agreement.
- 1.8 Subscriber hereby certifies and agrees to not resell the report to any consumer directly or indirectly.
- 1.9 Subscriber hereby certifies and agrees that it is responsible for the security of its Subscriber number and password assigned to this account and all usage resulting therefrom. Subscriber acknowledges that the services it receives from LAPA under this agreement include personal information on individual consumers and, as such, require confidential treatment.
- 1.10 Acknowledge that many services containing Experian information also contain information from the Death Master File as issued by the Social Security Administration ("DMF"); certify pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102 that, consistent with its applicable FCRA or GLB use of Experian information, the use of deceased flags or other indicia within the Experian information is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1); and certify that you will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within the Experian information.
- 1.11 Certify that you shall implement and maintain a comprehensive information security program written in one or more readily accessible parts and that contains administrative, technical, and physical safeguards that are appropriate to the subscriber's size and complexity, the nature and scope of its activities, and the sensitivity of the information provided to the subscriber; and that such safeguards shall include the elements set forth in 16 C.F.R. § 314.4 and shall be reasonably designed to (i) insure the security and confidentiality of the information provided by Reseller, (ii) protect against any anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer.

### SECTION TWO. Requests for Credit Reports:

#### Subscriber Agrees:

- 2.1 Subscriber will provide a clear and conspicuous authorization and disclosure (in a document that consists solely of the disclosure) to the consumer indicating that a consumer Credit report may be obtained for the purpose of a rental/tenant agreement and it will receive, in writing, the consumer's consent to procure an investigative consumer report.
- 2.2 Subscriber will adhere to all applicable federal or state equal opportunity laws or regulations with respect to information received from the consumer report.
- 2.3 Subscriber hereby certifies and agrees to abide by all denial/adverse action notices by providing the consumer with the opportunity to dispute any incorrect information, a free copy of the report and a written description of the consumer's rights under the provisions of the Federal Trade Commission Section 609(c)(3).

### **SECTION THREE. Covenants and Indemnification:**

- 3.1 LAPA** shall indemnify, defend and hold Subscriber harmless from and against any and all costs and liabilities which may be asserted against Subscriber based upon improper use by **LAPA** of credit or other information furnished to **LAPA** by Subscriber. Subscriber shall indemnify, defend and hold **LAPA** harmless from and against any and all costs and liabilities which may be asserted against **LAPA** based upon the improper use by Subscriber of credit or other information furnished to Subscriber by **LAPA**.
- 3.2** This agreement shall continue in force without any fixed date of termination, but either **LAPA** or Subscriber may terminate the Agreement upon thirty days (30) prior notice to the other.
- 3.3 LAPA** shall have no obligation or liability for or on the account of any mechanical or other breakdown, malfunction, or defect in computer or facilities or computer programs utilized by **LAPA** or Experian or any delay or failure in **LAPA's** performance under this Agreement when such is beyond the reasonable control of **LAPA**. **LAPA** will use reasonable efforts to prevent such delay or failure and shall attempt to correct any such delay or failure as promptly as possible.
- 3.4** The warranties set forth in this Agreement apply to the performance of both parties hereunder, and are in lieu of all other warranties, expressed or implied, including without limitation, the warranties of merchantability and fitness for a particular purpose which are hereby disclaimed.

### **SECTION FOUR. Experian Security Requirements:**

The security requirements included in this document represent the minimum security requirements acceptable to Experian and are intended to ensure that a Third Party (i.e., Supplier, Reseller, Service Provider or any other organization engaging with Experian) has appropriate controls in place to protect information and systems, including any information that it receives, processes, transfers, transmits, stores, delivers, and / or otherwise accesses on behalf of Experian.

#### **DEFINITIONS**

"Experian Information" means Experian highly sensitive information including, by way of example and not limitation, data, databases, application software, software documentation, supporting process documents, operation process and procedures documentation, test plans, test cases, test scenarios, cyber incident reports, consumer information, financial records, employee records, and information about potential acquisitions, and such other information that is similar in nature or as mutually agreed in writing, the disclosure, alteration or destruction of which would cause serious damage to Experian's reputation, valuation, and/or provide a competitive disadvantage to Experian.

"Resource" means all Third-Party devices, including but not limited to laptops, PCs, routers, servers, and other computer systems that store, process, transfer, transmit, deliver, or otherwise access the Experian Information.

#### **1. Information Security Policies and Governance**

Third Party shall have Information Security policies and procedures in place that are consistent with the practices described in an industry standard, such as ISO 27002 and / or this Security Requirements document, which is aligned to Experian's Information Security policy.

#### **2. Vulnerability Management**

Firewalls, routers, servers, PCs, and all other resources managed by Third Party (including physical, on-premise or cloud hosted infrastructure) will be kept current with appropriate security specific system patches. Third Party will perform regular penetration tests to further assess the security of systems and resources. Third Party will use end-point computer malware detection / scanning services and procedures.

#### **3. Logging and Monitoring**

Logging mechanisms will be in place sufficient to identify security incidents, establish individual accountability, and reconstruct events. Audit logs will be retained in a protected state (i.e., encrypted, or locked) with a process for periodic review.

#### **4. Network Security**

Third Party will use security measures, including anti-virus software, to protect communications systems and networks device to reduce the risk of infiltration, hacking, access penetration by, or exposure to, an unauthorized third-party.

#### **5. Data Security**

Third Party will use security measures, including encryption, to protect Experian provided data in storage and in transit to reduce the risk of exposure to unauthorized parties.

#### **6. Remote Access Connection Authorization**

All remote access connections to Third Party internal networks and / or computer systems will require authorization with access control at the point of entry using multi-factor authentication. Such access will use secure channels, such as a Virtual Private Network (VPN).

#### **7. Incident Response**

Processes and procedures will be established for responding to security violations and unusual or suspicious events and incidents. Third Party will report actual or suspected security violations or incidents that may affect Experian to Experian within twenty-four (24) hours of Third Party's confirmation of such violation or incident.

#### **8. Identification, Authentication and Authorization**

Each user of any Resource will have a uniquely assigned user ID to enable individual authentication and accountability. Access to privileged accounts will be restricted to those people who administer the Resource and individual accountability will be maintained. All default passwords (such as those from hardware or software vendors) will be changed immediately upon receipt.

**9. User Passwords and Accounts**

All passwords will remain confidential and use 'strong' passwords that expire after a maximum of 90 calendar days. Accounts will automatically lockout after five (5) consecutive failed login attempts.

**10. Training and Awareness**

Third Party shall require all Third Party personnel to participate in information security training and awareness sessions at least annually and establish proof of learning for all personnel.

**11. Experian's Right to Audit**

Third Party shall be subject to remote and / or onsite assessments of its information security controls and compliance with these Security Requirements.

**12. Bulk Email Communications into Experian**

Third party will not "bulk email" communications to multiple Experian employees without the prior written approval of Experian. Third party shall seek authorization via their Experian Relationship Owner in advance of any such campaign.

Subscriber's type of business: \_\_\_\_\_

Purpose for which the reports will be used: To review and verify credit report history for the purpose of screening prospective tenants

In Witness Whereof. **LAPA** and Subscriber have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

Member Name: \_\_\_\_\_

Member Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

By: \_\_\_\_\_  
*(Authorized Signature)* *(Print Name and Title)*

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Please list your rental property addresses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Landlord Association of PA  
1414 Millard Street ▪ Bethlehem, Pa 18018  
Tel. (610) 867-8940 ▪ Fax (610) 867-8603

## PERSONAL GUARANTEE AGREEMENT

I certify that I am the person named below. As the principal member, I authorize LAPA to review my Experian credit profile report to be used in conjunction with this application for membership. I understand my credit worthiness may be considered when granting membership and guarantee payment of any and all credit-reporting obligations under my membership.

Name: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Home Address:

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Previous Address:

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\_\_\_\_\_  
Signature and Title



Landlord Association of PA  
1414 Millard Street ▪ Bethlehem, Pa 18018  
Tel. (610) 867-8940 ▪ Fax (610) 867-8603

## FCRA and GLB Requirements

### Federal Fair Credit Reporting Act (as amended by the Consumer Credit Reporting Reform Act of 1996)

Although the FCRA primarily regulates the operations of consumer credit reporting agencies, it also affects you as a user of information. We suggest that you and your employees become familiar with the following sections in particular:

- § 604. Permissible Purposes of Reports
- § 607. Compliance Procedures
- § 615. Requirement on users of consumer reports
- § 616. Civil liability for willful noncompliance
- § 617. Civil liability for negligent noncompliance
- § 619. Obtaining information under false pretenses
- § 621. Administrative Enforcement
- § 623. Responsibilities of Furnishers of Information to Consumer Reporting Agencies
- § 628. Disposal of Records

Each of these sections is of direct consequence to users who obtain reports on consumers.

In addition to the above, please read and understand your obligations and responsibilities under the FCRA and GLB.

As directed by the law, credit reports may be issued only if they are to be used for extending credit, review or collection of an account, employment purposes, underwriting insurance or in connection with some other legitimate business transaction such as in investment, partnership, etc. It is imperative that you identify each request for a report to be used for employment purposes when such report is ordered. Additional state laws may also impact your usage of reports for employment purposes.

We strongly endorse the letter and spirit of the Federal Fair Credit Reporting Act. We believe that this law and similar state laws recognize and preserve the delicate balance between the rights of the consumer and the legitimate needs of commerce.

In addition to the Federal Fair Credit Reporting Act, other federal and state laws addressing such topics as computer crime and unauthorized access to protected databases have also been enacted. As a prospective user of consumer reports, we expect that you and your staff will comply with all relevant federal statutes and the statutes and regulations of the states in which you operate.

We support consumer reporting legislation that will assure fair and equitable treatment for all consumers and users of credit information.

\_\_\_\_\_  
Signature/Title

\_\_\_\_\_  
Date



Landlord Association of PA  
 1414 Millard Street ▪ Bethlehem, Pa 18018  
 Tel. (610) 867-8940 ▪ Fax (610) 867-8603

GLB SAFEGUARDS

\_\_\_\_\_ (Subscriber) certifies to CBA Lehigh Valley and Landlord Association of Pennsylvania that Subscriber has determined that its use of the Identity Verification portion of the Social Security Number Search is solely **for the purpose of protecting against or preventing actual or potential fraud, unauthorized transactions, claims or other liability** pursuant to the exception under Section 6802(e)(3)(B) of the Gramm-Leach-Bliley Act, 15 U.S.C. 6801 *et seq.* (GLBA), and for no other purpose. Subscriber shall comply with all requirements set forth in the GLBA and shall implement and maintain a comprehensive information security program written in one or more readily accessible parts and that contains administrative, technical, and physical safeguards that are appropriate to Subscriber's size and complexity, the nature and scope of its activities, and the sensitivity of the information provided to Subscriber by CBALV and LAPA. Such safeguards shall include the elements set forth in 16 C.F.R. § 314.4 and shall be reasonably designed to (i) insure the security and confidentiality of the information provided by CBALV and LAPA, (ii) protect against any anticipated threats or hazards to the security or integrity of such information, and (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer.

Subscriber shall read and understand all responsibilities under the GLB Act.

Subscriber agrees to limit use for the appropriate use and appropriate industry as listed below.

Subscriber represents that (1) the person signing this Acknowledgment has all right, power and authority to sign this Acknowledgment on behalf of Subscriber; (2) Subscriber has full power and authority and all necessary authorizations to comply with the terms of this Acknowledgment and to perform its obligations hereunder; and (3) by signing this Acknowledgment with an electronic signature, Subscriber (a) shall comply with all applicable electronic records and signatures laws, including but not limited to the Electronic Signatures in Global and National Commerce Act; and (b) hereby acknowledges that its electronic signature is effective and will not dispute the legally binding nature, validity or enforceability of this Acknowledgment based on the fact that the terms were accepted with an electronic signature.

Type of Business: Tenant Screening  
 (example: utility provider, tenant screening, employment screening, collection, Government, etc)

Appropriate Use: Fraud  
 (choose one: pre-employment screening, collections, fraud prevention)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Title



## END USER AUTHORIZATION FORM (ONLINE ACCESS)

This form is to be used by Experian Reseller end user (End User) to identify the individual that will have access to Experian via the internet. The end user will submit all requests to create, change or lock End User access accounts and permissions to Experian systems and information via the Internet to the Experian Reseller Head Designate. End User(s) must be a duly appointed representative of the End User company and must be available to interact with Experian's Reseller on information and product access matters, in accordance with Experian Security Guidelines. Such Guidelines may be updated from time to time by Experian, and it is the responsibility of the End User to monitor the Guidelines for any updates. The Reseller End User Authorization Form must be signed by an authorized representative of the End User. End User acknowledges and agrees that they: 1) have received the Experian Security Guidelines, 2) have read and understands End User's obligations described in the Guidelines, 3) will communicate the contents of the Guidelines, and any subsequent updates thereto, to all employees that shall have access to Experian services via the Internet, and 4) will abide by the provisions of the Guidelines as well as the terms and conditions of the existing membership agreement(s). Changes in the End User status (e.g., transfer or termination) are to be reported to immediately to the Reseller Head Designate.

End User INFORMATION (All fields are required unless stated)

<i>End User Status (Check One)</i>	<b>Create</b> <input type="checkbox"/>	<b>Change</b> <input type="checkbox"/>	<b>Lock</b> <input type="checkbox"/>
<i>User ID (first choice)</i> [min. 6 chars.]			
<i>User ID (second choice)</i> [min. 6 chars.]			
<i>User ID (third choice)</i> [min. 6 chars.]			
<i>Add Co ID (optional)</i>			
<i>End User Company Name</i> (do not abbrev.)			
<i>Last Name</i>			
<i>First Name</i>			
<i>E-mail Address</i>			
<i>Telephone Number</i>			Ext.
<i>Product(s) Requested</i>	Hart Internet		
<i>Comments</i>			

**REPRESENTATIVE INFORMATION (Signature Required)**

As an End User of Experian's products and services over the Internet, I am acting as the authorized representative of the End User. I hereby submit the above individual as an End User of my company and authorize Experian's Reseller to direct all Information Security related questions to same.

<i>Print Name</i>		<i>Title</i>	
<i>Signature</i>		<i>Date</i>	

**FOR RESELLER INTERNAL USE ONLY**

(Do Not Write Below This Line)

<i>Date Sent/Faxed to Reseller</i>		<i>Reseller Group Preamble</i>	
<i>Reseller Security Designate (Requestor)</i>			
<i>Signature</i>			<i>Date</i>