



MEMBERSHIP APPLICATION

Company Name: _____
Doing Business As: _____
Contact Name: _____ Title: _____
Company Main Phone: _____ Answering Service Yes No
Company Fax Number: _____ Email Address: _____
Company Website address: _____
Permissible Purpose (purpose you will utilize Atlantic's reports): _____

Physical Address: _____
Street City State County Zip

Billing Address (if different): _____
Street/PO City State County Zip

Number of Employees: _____

Nature of Business: _____ Date Established: _____
Is the applicant engaged in the underwriting of insurance? Yes No
Is the company licensed or providing service as an
Attorney or detective/investigative agency:? Yes No
If yes, indicate which: _____

Does the company intend to resell or release information from the consumer credit report to a third party: Yes No

Will the company, or does the company provide credit repair or credit counseling services for a fee? Yes No

Complete for Sole Proprietor or Partnership (circle which):

Owner Name: _____

Resident Address: _____
Street City State County Zip

Social Security #: _____ Signature: _____

Owner Name: _____

Resident Address: _____
Street City State County Zip

Social Security #: _____ Signature: _____



MEMBERSHIP APPLICATION

Complete for Corporation:

Officer Name: _____ Title: _____
Officer Name: _____ Title: _____
Officer Name: _____ Title: _____
Federal Tax ID #: _____

Bank Information:

Name of Bank: _____ Address: _____

Bank Phone Number: _____

Business Checking Account Information:

Name of Account: _____ Account Number: _____

Business References: (Provide three references)

1.) Business Name: _____ Business Phone: _____

Contact Name: _____

2.) Business Name: _____ Business Phone: _____

Contact Name: _____

3.) Business Name: _____ Business Phone: _____

Contact Name: _____

I certify that the information provided on this application is true.

Signature: _____ Date: _____

Print Name: _____ Title: _____



SERVICE AGREEMENT

1. Reseller has access to consumer reports from one or more consumer credit reporting agencies.
2. Subscriber is a _____ (type of business) and has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes").
3. Subscriber shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by Reseller from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose.
4. Subscriber certifies that it will not request a Consumer Report for Employment Purposes unless:
 - A. A clear and conspicuous disclosure is first made in writing to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes;
 - B. The consumer has authorized in writing the procurement of the report; and
 - C. Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
5. Subscriber further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer:
 - A. A copy of the Consumer Report for Employment Purposes; and
 - B. A copy of the consumer's rights, in the format approved by the FTC, which notice shall be supplied to Subscriber by Reseller.
6. Subscriber agrees that it shall use Consumer Report for Employment Purposes only for a one-time use, and to hold the report in strict confidence, and not to disclose it to any third parties not involved in the current employment decision. Subscriber agrees they WILL NOT resell any Atlantic Personnel & Tenant Screening report.
7. Subscriber will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
8. With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, Reseller may, upon its election, discontinue serving the Subscriber and cancel this Agreement immediately.

Company Name: _____

Atlantic Personnel & Tenant Screening, Inc.:

Signature/Title: _____

Signature/Title: _____

Date: _____

Date: _____



ADDENDUM TO SERVICE AGREEMENT

THIS ADDENDUM TO SERVICE AGREEMENT (“Agreement”) is made and entered into by and between Atlantic Personnel & Tenant Screening, Inc. and _____ (“Subscriber”). This Agreement shall be effective on the date of the last signature below (the “Effective Date”).

Preamble

Atlantic Personnel & Tenant Screening, Inc. strives to deliver accurate and timely information products to assist your company (hereinafter “Subscriber”) in making intelligent and informed decisions for a permissible purpose under applicable law. To this end, Atlantic Personnel & Tenant Screening, Inc. assembles information from a variety of sources, including databases maintained by consumer reporting agencies containing information from public records, other information repositories, and third-party researchers. Subscriber understands that these information sources and resources are not maintained by Atlantic Personnel & Tenant Screening, Inc. Therefore, Atlantic Personnel & Tenant Screening, Inc. cannot be a guarantor that the information provided from these sources is absolutely accurate or current. Nevertheless, Atlantic Personnel & Tenant Screening, Inc. has in place procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.

Subscriber’s Re-Certification of Fair Credit Reporting Act (FCRA) Permissible Purpose(s)

Subscriber hereby certifies that all of its orders for information products from Atlantic Personnel & Tenant Screening, Inc. shall be made, and the resulting reports shall be used, for the following Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, permissible purposes only: *(Please check all that apply)*

<input type="checkbox"/>	Section 604(a)(2). As instructed by the consumer in writing. (Tenant Screening)
<input type="checkbox"/>	Section 604(a)(3)(B). For employment purposes, including evaluating a consumer for employment, promotion, reassignment or retention as an employee, where the consumer has given prior written permission.



Subscriber's Re-Certification of Legal Compliance

Subscriber certifies to Atlantic Personnel & Tenant Screening, Inc. that the information products it receives will not be used in violation of any applicable federal, state or local laws. Subscriber accepts full responsibility for complying with all such laws and for using the information products it receives from Atlantic Personnel & Tenant Screening, Inc. in a legally acceptable fashion. Subscriber further accepts full responsibility for any and all consequences of use and/or dissemination of those products.

Subscriber agrees to have reasonable procedures to secure the confidentiality of private information. Subscriber agrees to take precautionary measures to protect the security and dissemination of this information including, without limitation, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination, and destruction of electronic and hard copy reports.

Likewise, as a condition of entering into this Agreement, Subscriber certifies that it has in place reasonable procedures designed to comply with all applicable local, state, and federal laws. Subscriber also certifies that it will retain any information it receives from Atlantic Personnel & Tenant Screening, Inc. for a period of five years from the date the report was received.

A. When Information Products are Used for Employment Purposes

If the information products Subscriber obtains from Atlantic Personnel & Tenant Screening, Inc. are to be used for an employment purpose, Subscriber certifies that prior to obtaining or causing a "consumer report" and/or "investigative consumer report" to be obtained, a clear and conspicuous disclosure, in a document consisting *solely of the disclosure*, will be made in writing to the consumer explaining that a consumer report and/or investigative consumer report may be obtained for employment purposes. This disclosure will satisfy all requirements identified in Section 606(a)(1) of the FCRA, as well as any applicable state or local laws. The consumer will have authorized, in writing, the obtaining of the report by Subscriber.

If the consumer may be denied employment or receive another adverse action based in whole or part on information products provided by Atlantic Personnel & Tenant Screening, Inc., Subscriber will provide to the consumer: (1) a copy of the report, and (2) a description, in writing, of the rights of the consumer entitled "A Summary of Your Rights Under the Fair Credit Reporting Act." After the appropriate waiting period, Subscriber will issue to the consumer notice of the adverse action taken, including the statutorily-required notice identified in Section 615 of the Fair Credit Reporting Act. Among other things, such notice will include: (1) the name, address, and telephone number of consumer reporting agency Atlantic Personnel & Tenant Screening, Inc, (2) a statement that the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the consumer the specific reasons why the adverse action was taken, (3) a statement that the consumer may obtain a free copy of the consumer report from the consumer reporting agency within 60 days pursuant to Section 612 of the Fair Credit Reporting Act, and (4) a statement that the consumer has the right to dispute with the consumer reporting agency the accuracy or completeness of any information in a consumer report furnished by the agency.



Subscriber hereby acknowledges that it has received a copy of the Summary of Rights (16 C.F.R. Part 601, Appendix A) and Notice of Users of Consumer Reports (16 C.F.R. Part 601, Appendix C).

Subscriber also acknowledges that it is aware that local, state, and federal laws and regulations impact how and under what circumstances Subscriber may use criminal history information, credit history information, and other consumer report information. Subscriber assumes full responsibility for complying with all applicable laws and regulations. Among other things, Subscriber has or will become familiar with April 2012 EEOC Enforcement Guidance explaining how employers may utilize criminal history information in compliance with Title VII of the Civil Right Acts of 1964, as amended.

B. When Information Products Are Used For Tenant Screening Purposes

If the information products Subscriber obtains from Atlantic Personnel & Tenant Screening, Inc. are to be used for tenant screening, Subscriber agrees that it will first obtain the written consent of the consumer to do so.

If Subscriber takes adverse action against a tenant or prospective tenant based upon a consumer report or investigative consumer report from Atlantic Personnel & Tenant Screening, Inc., Subscriber agrees to follow all adverse action requirements specified in Section 615 of the Fair Credit Reporting Act. Among other things, Subscriber agrees that it will provide a notice to the consumer that includes: (1) the name, address, and telephone number of consumer reporting agency Atlantic Personnel & Tenant Screening, Inc., (2) a statement that the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the consumer the specific reasons why the adverse action was taken, (3) a statement that the consumer may obtain a free copy of the consumer report from the consumer reporting agency within 60 days pursuant to Section 612 of the Fair Credit Reporting Act, and (4) a statement that the consumer has the right to dispute with the consumer reporting agency the accuracy or completeness of any information in a consumer report furnished by the agency.

Additional Requirements for Investigative Consumer Reports

In addition to the requirements identified above, and regardless of whether the screening is being done in connection with an employment or tenant situation, if the consumer makes a written request within a reasonable amount of time, Subscriber will provide: (1) information about whether an investigative consumer report has been requested; (2) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (3) Atlantic Personnel & Tenant Screening, Inc.'s contact information, including complete address and toll-free telephone number. This information will be provided to the consumer no later than five (5) days after the request for such disclosure is received from the consumer or such report is first requested, whichever is the latter.

Additional Requirements for Motor Vehicle Records (MVRs) and Driving Records

Subscriber hereby certifies that Motor Vehicle Records and/or Driving Records (MVRs) shall only be ordered in strict compliance with the Driver Privacy Protection Act ("DPPA" at 18 U.S.C. § 2721 *et seq.*) and any related state laws. Subscriber further certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to obtain "driving records," evidence of which shall be

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transmitted to Atlantic Personnel & Tenant Screening, Inc. in the form of the consumer's signed release authorization form. Subscriber also certifies that it will use this information only in the normal course of business to obtain lawful information relating to the holder of a commercial driver's license or to verify information provided by an applicant or employee. Subscriber shall not transmit any data contained in the resulting MVR via the public internet, electronic mail or any other unsecured means.

Additional Requirements for International Background Checks

Subscriber understands that international background checks will be conducted through a third-party contractor. Because of differences in foreign laws, language, and the manner in which foreign records are maintained and reported, Atlantic Personnel & Tenant Screening, Inc. cannot be a guarantor or insurer of the accuracy of the information reported. Subscriber agrees to release Atlantic Personnel & Tenant Screening, Inc. and its affiliated companies, officers, agents, employees, and independent contractors, from any liability whatsoever in connection with international background checks performed by Atlantic Personnel & Tenant Screening, Inc.

General Provisions

Subscriber agrees not to resell, sub-license, deliver, display or otherwise distribute to any third party any of the information products addressed herein, except as required by law. Subscriber may not assign or transfer this Agreement without the prior written consent of Atlantic Personnel & Tenant Screening, Inc. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be impacted. By agreement of the parties, Florida law shall guide the interpretation of this Agreement, if such interpretation is required. All litigation arising out of this Agreement shall be commenced in Florida, and the parties hereby consent to such jurisdiction and venue. Any written notice by either party shall be delivered personally by messenger, private mail courier service, or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed below. This Agreement shall be construed as if it were jointly prepared. Both parties agree that this Agreement constitutes all conditions of service, present and future. Changes to these conditions may be made only by mutual written consent of an authorized representative of Subscriber and an officer of Atlantic Personnel & Tenant Screening, Inc. The headings of each section shall have no effect upon the construction or interpretation of any part of this Agreement.

If Subscriber is permitted to request consumer reports via Atlantic Personnel & Tenant Screening, Inc.'s website, then, in addition to all other obligations, Subscriber agrees to abide by such additional conditions that may be imposed to utilize the website, provide all required certifications electronically, to maintain complete and accurate files containing all required consent, authorization, and disclosure forms with regard to each consumer for whom a report has been requested, and maintain strict security procedures and controls to assure that its personnel are not able to use Subscriber's Internet access to obtain reports for improper, illegal or unauthorized purposes.

Subscriber agrees to allow Atlantic Personnel & Tenant Screening, Inc. to audit its records at any time, upon reasonable notice given. Breaches of this Agreement and/or violations of applicable law

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discovered by Atlantic Personnel & Tenant Screening, Inc. may result in immediate suspension and/or termination of the account, legal action, and/or referral to federal or state regulatory agencies.

If there is a conflict between any of the terms of this Agreement and any terms of any other agreements between the Parties, the terms of this Agreement shall govern.

Confidentiality

Neither party shall reveal, publish or otherwise disclose any Confidential Information to any third party without the prior written consent of the other party. "Confidential Information" means any and all proprietary or secret data; sales or pricing information relating to either party, its operations, employees, products or services, and all information relating to any customer, potential customer, Agent, and/or independent sales outlet. The Parties agree to keep this information confidential at all times during the term of this Agreement, and continuing for five years after receipt of any Confidential Information.

At all times during the term of this Agreement and after termination of this Agreement (regardless of the reason for termination), the Subscriber shall at all times keep secret and confidential all Atlantic Personnel & Tenant Screening, Inc. trade secrets which the Subscriber has acquired before or during the term of this Agreement and shall not disclose the trade secrets to any person or entity or directly or indirectly use the trade secrets for the Subscriber's own advantage without the prior written consent of Atlantic Personnel & Tenant Screening, Inc. Trade secrets shall have the definition provided for in Section 688.002(4) of the Florida Statutes.

Notwithstanding anything to the contrary herein, in no event shall Atlantic Personnel & Tenant Screening, Inc. be required to destroy, erase or return any consumer reports or applicant data related thereto in Atlantic Personnel & Tenant Screening, Inc.'s files, all of which Atlantic Personnel & Tenant Screening, Inc. shall maintain as a consumer reporting agency in strict accordance with all applicable federal, state, and local laws.

Independent Contractor

The parties agree that the relationship of the parties created by this Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Except as authorized hereunder, neither party shall represent to third parties that it is the employer, employee, principal, agent, joint venture or partner with, or representative of the other party.

Fees and Payment

Subscriber agrees to pay nonrefundable fees and other charges or costs for Atlantic Personnel & Tenant Screening, Inc.'s employment screening services. Any charges or costs, including but not limited to surcharges and other fees levied by federal, state, county, other governmental agencies, educational institutions, employer verification lines and licensing agencies, incurred by Atlantic Personnel & Tenant Screening, Inc. in servicing Subscriber, will be passed on to Subscriber. At Atlantic Personnel & Tenant Screening, Inc.'s option, payments not received thirty (30) days after the date of the invoice may

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cause the account to be placed on temporary interruption, with no additional requests being processed until the balance due is paid in full or arrangements have been made with Atlantic Personnel & Tenant Screening, Inc. Accounts with invoices unpaid thirty (30) days or more will be assessed an interest charge of 1-½% per month, as allowed by applicable law. If the account goes to collection, Subscriber agrees to pay all collection expenses, including attorneys' fees and court costs. Subscriber agrees that providing credit card information and submitting it electronically to Atlantic Personnel & Tenant Screening, Inc. presents a legal authorization to debit the card for the orders placed or for non-payment per the 15-day terms. Subscriber agrees that prices for services are subject to change without notice, although Atlantic Personnel & Tenant Screening, Inc. will make every reasonable effort to give notice of such change before it becomes effective. Any account that remains inactive for a period of twelve (12) months will be deemed inactive and may be terminated by Atlantic Personnel & Tenant Screening, Inc.

Warranties and Remedies

Subscriber understands that Atlantic Personnel & Tenant Screening, Inc. obtains the information reported in its information products from various third party sources "AS IS" and, therefore, is providing the information to Subscriber "AS IS". Atlantic Personnel & Tenant Screening, Inc. makes no representation or warranty whatsoever, express or implied, including but not limited to, implied warranties of merchantability or fitness for particular purpose or implied warranties arising from the course of dealing or a course of performance with respect to the accuracy, validity or completeness of any information products and/or consumer reports, that the information products will meet Subscriber's needs or will be provided on an uninterrupted basis; Atlantic Personnel & Tenant Screening, Inc. expressly disclaims any and all such representations and warranties.

Subscriber agrees to indemnify, defend, and hold harmless Atlantic Personnel & Tenant Screening, Inc., its successors and assigns, officers, directors, employees, agents, vendors, and suppliers from any and all claims, actions or liabilities arising from or with respect to: (i) any breach by Subscriber of this Agreement or the representations, certifications or warranties made hereunder, (ii) Subscriber's violation of applicable laws or ordinances, (iii) Subscriber's negligence, misconduct, recklessness, errors or omissions, (iv) Subscriber's acquisition of or use of Atlantic Personnel & Tenant Screening, Inc.'s information products or services, or (v) Atlantic Personnel & Tenant Screening, Inc.'s preparation of or delivery of information products or services to Subscriber.

Atlantic Personnel & Tenant Screening, Inc. will not be liable for any indirect, incidental, consequential, or special damages for loss of profits, whether incurred as a result of negligence or otherwise, even if Atlantic Personnel & Tenant Screening, Inc. has been advised of the possibility of such damages.

Atlantic Personnel & Tenant Screening, Inc. does not guarantee Subscriber's compliance with all applicable laws in its use of reported information and does not provide legal or other compliance-related services upon which Subscriber may rely. Subscriber understands that Atlantic Personnel & Tenant Screening, Inc. is not a law firm and that any documents, communications or information received from Atlantic Personnel & Tenant Screening, Inc. regarding the obtainment or use of background screening reports is not to be considered legal counsel or legal opinion. Subscriber agrees that it will consult with its own legal or other counsel regarding the acquisition and use of background screening information,

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including but not limited to, the legality of using or relying on reported information and the appropriate procedure for taking adverse action against an applicant based upon a consumer report.

Term and Termination

Either party may cancel this Agreement at any time. Termination of this Agreement by either party does not release Subscriber from its obligation to pay for services rendered or other responsibilities and agreements made.

Force Majeure

Subscriber agrees that Atlantic Personnel & Tenant Screening, Inc. is not responsible for any events or circumstances beyond its control (*e.g.*, including but not limited to war, riots, embargoes, strikes, and/or Acts of God) that prevent Atlantic Personnel & Tenant Screening, Inc. from meeting its obligations under this Agreement.

Waiver

The failure of either party to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement will not be construed as a waiver of subsequent breach of the same or any other covenant, term or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Agreement be deemed a waiver by either party of its remedies or rights with respect to such a breach.

Severability

If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision or the application of such provision to other persons or circumstances and, to this end, the provisions hereof are severable.



Execution

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original. The individuals signing below represent that they are duly authorized to do so.

Company or Business Legal Name

Date

By (Signature of Authorized Officer Only)

Printed Name

Title

Address

Address

Telephone / Fax

Email

Company Website

Default Subscriber Preferences

Please return results via
Fax
Website

Please sign and fax completed Subscriber Agreement to (561) 776-1565, Attn Erin .

_____ Approved by	_____ Date of Approval
_____ Printed Name	
_____ Title	
_____ Address	

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