



## Application Processing Service, Inc.

207 Crystal Grove Blvd. Lutz, FL 33548  
Phone 800-757-0906 Fax 800-313-4401

Re: Membership Packet

Dear Prospective Client,

Enclosed please find our Membership Application / Service Agreement and Permissible Purpose Disclosure. You will need to completely fill out all of the information contained on each form to be compliant with Credit Bureau Policy. This extra information requirement is due to increased identity fraud which has had a direct impact on the major credit repositories (Trans Union, Equifax and Experian).

In an effort to curtail access to credit information by unauthorized users this certification is not only essential but is required. All consumer reporting agencies must certify their clients as being legitimate and having permissible purpose under the Fair Credit Reporting Act. This unfortunately necessitates additional paperwork, on the client as well as the consumer reporting agency.

Please don't allow this to stress you, all the certification work will be done by our office, once you have completed signed and mailed back the agreements. It is very important that you do this as soon as possible so that our records are complete and we can list you as compliant with Credit Bureau policy and the FCRA.

If you have any questions, on any of the forms, please do not hesitate to contact our office and ask for Debi or Joel.

Sincerely,

Rosemary Guastella  
President

# Membership Application / Service Agreement

Company Name: \_\_\_\_\_ Doing Business As: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Company Main Phone: \_\_\_\_\_ Company Main Fax: \_\_\_\_\_ Answering Service  Yes  No

Physical Address: \_\_\_\_\_  
Street City State County Zip

Billing Address (if different): \_\_\_\_\_  
Street/PO Box City State County Zip

Person in Charge of Accounts Payable \_\_\_\_\_ Accounts Payable Phone \_\_\_\_\_

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: \_\_\_\_\_

Complete for Corporation:

Office Name: \_\_\_\_\_ Title: \_\_\_\_\_

Office Name: \_\_\_\_\_ Title: \_\_\_\_\_

Office Name: \_\_\_\_\_ Title: \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_

# Membership Application / Service Agreement

## 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: \_\_\_\_\_ Bus. Phone \_\_\_\_\_

Contact Name: \_\_\_\_\_

2.) Business Name: \_\_\_\_\_ Bus. Phone \_\_\_\_\_

Contact Name: \_\_\_\_\_

3.) Business Name: \_\_\_\_\_ Bus. Phone \_\_\_\_\_

Contact Name: \_\_\_\_\_

\_\_\_ I agree to notify Application Processing Service, Inc. of the termination of an employee or their access privileges. Application Processing Service, Inc. will make changes to employee roster only during regular business hours.

\_\_\_ I accept that it is the responsibility of my authorized employees to furnish Application Processing Service, Inc. with complete and accurate data such as Applicant Name, Addresses including zip code, Social Security Number, etc... In the event that Application Processing Service, Inc. is furnished with inaccurate or incomplete data, Application Processing Service, Inc. assumes no responsibility for inaccurate or incomplete reports returned to the authorized employee.

\_\_\_ I accept that Application Processing Service, Inc. reserves the right to charge 10% per month interest on outstanding balances over 60 days. I also agree to pay collection costs and attorneys fees in the event of default of this agreement.

\_\_\_ I certify that when requesting credit information from Application Processing Service, Inc., I have a signed authorization from each applicant and will retain authorization on record for a period of not less than three (3) years. At all times, I will be able to produce authorization signatures when requested by Application Processing Service, Inc. or by Subpoena.

\_\_\_ I agree if I choose to utilize the point scoring system provided by Application Processing Service, Inc., that I have defined the criteria for accepting and rejecting applicants and that I have the sole responsibility for all applicant selection and rejection decisions.

\_\_\_ I understand that violation of the Fair Credit Reporting Act may constitute a punishable Federal offense and that other Local, State and Federal laws may govern my access and use of credit information. Application Processing Service, Inc. may terminate my access to Credit information without notice.

\_\_\_ Application Processing Service, Inc., agrees to use it's best efforts to gather information from sources deemed reliable and to report information accurately. I agree that under no circumstances will Application Processing Service, Inc. be liable for errors or omissions or for any consequential damages however arising including damages arising from the use or misuse of credit information. I agree to indemnify Application Processing Service, Inc. and hold Application Processing Service, Inc. harmless from any claims that may arise from the information released. Application Processing Service, Inc. will furnish credit reports solely based on that indemnification. Application Processing Service, Inc. does not recommend or make any credit granting decisions.

\_\_\_\_ The initial term of the Agreement shall be for (1) year. Thereafter, the term shall continue on a year to year basis. This Agreement may be terminated by either Application Processing Service, Inc or Client upon giving (30) days written notice by U.S. mail or fax. Client may terminate this Agreement in the event that Client loses the ownership of the property or the management contract for the property covered by this Service Agreement. Application Processing Service, Inc. may terminate the Agreement in the event Client fails to make required payments or fails to comply with any other provisions of the Agreement within (30) days after written notice from Application Processing Service, Inc.

\_\_\_\_ I understand and agree that this contract constitutes all agreements and conditions of reporting, present and future, and applies to all types of reports, including all types of checking services and bulletins, made by Application Processing Service, Inc., and affiliate companies. No changes in this agreement may be made except by consent in writing.

I certify that the information provided on this application is true. I understand by the signature below, that you have my permission to pull a personal credit report on owners of this company in connection with approval of this application.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**This application is not complete unless it is accompanied by the following supporting documentation:**

**Company accounts must submit one of the following:**

- A Business License, A State Registered License, A Real Estate License or a Business Tax Statement.

**Sole Owner of Property Must submit one of the following:**

- Proof of ownership such as Title, Deed or Property Tax Documents for each property.

***Return your signed application and documentation to : APS, 207 Crystal Grove Blvd. Lutz, Fl. 33548***

**Permissible Purpose Disclosure:**

- 1. Reseller has access to consumer reports from one or more consumer credit reporting agencies.
- 2. Subscriber is a \_\_\_\_\_ and has a permissible purpose for obtaining consumer reports, as defined by Section 604 of the Federal Fair Credit Reporting Act (15 USC 1681b) as amended by the Consumer Credit Reporting Reform Act of 1996, hereinafter called "FCRA." The subscriber certifies their permissible purpose as:

**Please Initial the appropriate line or lines that apply:**

\_\_\_\_\_ In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit to, or review or collection of an account of the consumer; or

\_\_\_\_\_ In connection with the underwriting of insurance involving the consumer or review of existing policy holders for insurance underwriting purposes, or in connection with an insurance claim where written permission of the consumer has been obtained; or

\_\_\_\_\_ In connection with a tenant screen 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

\_\_\_\_\_ As a potential investor, servicer or current insurer in connection with a valuation of, or assessment of, the credit or prepayment risks.

- 3. Subscriber certifies that it will request consumer reports pursuant to procedures prescribed by Reseller from time to time only for the permissible purpose certified above, and will use the reports obtained for no other purpose.
- 4. Subscriber will maintain copies of all written authorizations for a minimum of three (3) years from the date of inquiry.
- 5. THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.
- 6. Subscriber agrees that it shall use Consumer Report only for a one-time use, and to hold the report in strict confidence, and not to disclose it to any third parties; and CANNOT RESELL. Provided, however, that Subscriber 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.
- 7. 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

For : **Application Processing Service, Inc.**

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPLICATION PROCESSING SERVICE, Inc.  
207 Crystal Grove Blvd.  
Lutz, FL. 33548

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

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

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

City, St & Zip: \_\_\_\_\_

Dear \_\_\_\_\_

Our office is in the process of verifying account information for Membership on the Company/Person listed below. Please initial each section and sign where indicated.

I, \_\_\_\_\_ owner/signer of the below referenced  
(sign)  
account, give this financial institution authorization to release information listed below on my account.

**BANK INFORMATION ONLY**

Company: _____	Initial _____
Ck. Acct # _____	Initial _____
Nature of business as listed with your Bank: _____ _____	
Signature: _____	
Title: _____	
Date: _____	

Please fax back to my attention at: 813-261-1244

Thank You,

Debi McKenna  
Compliance Officer

## Fair and Accurate Credit Transaction (FACT) Client Notification Document

Dear Client:

On December 4, 2003 President George W. Bush signed into law the Fair and Accurate Credit Transaction (FACT) Act. Among the most significant provisions of the amendment was the addition of Section 611(f) to the Fair Reporting Act. Resellers (APS, Inc.) that produce consumer reports will now have to take certain actions when in receipt of any dispute from a consumer regarding the completeness or accuracy of the information provided in the reseller's (APS, Inc.) report about that consumer.

In general terms, APS, Inc., can no longer refer the consumer to the repository that furnished the original data. Instead APS, Inc., within (5) day's business of receiving the dispute must:

- Determine if the dispute is the result of an act or omission by APS, Inc.,  
If so, the information must be corrected or deleted within (20) days.
- If the dispute is not the result of an act or omission by APS, Inc., the information must be conveyed to each consumer reporting agency that provided them with the data using a mechanism specified by the consumer reporting agency.
- The consumer-reporting agency that provided the information will reinvestigate the dispute in the prescribed fashion and then return the results to APS, Inc. APS, Inc., must immediately forward the outcome to the consumer.

In short APS, Inc., must take the initiative when a consumer disputes any data that is inaccurate and start the process of re-verification of the disputed information using the mechanism provided by originating consumer reporting agency. To that end, we are notifying our Clients of this new provision of the Fair Credit Reporting Act.

Please sign below and return that you have received and read this notification, outlining the new procedure, which APS, Inc., must adhere to for each consumer who disputes the accuracy of his or her report. As always our Clients should continue to forward to APS, Inc., any applicant who disputes any of the information contained in any report provided by APS, Inc.

Property Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

\*(Please Return to) APS, Inc. P.O. Box 547, Lutz, Fl. 33548