

Orange County Multi-Housing Service Corporation

A wholly owned subsidiary of the Apartment Association of Orange County

12822 Garden Grove Blvd. • Suite D • Garden Grove, CA 92843-2010
(714) 638-5550 • Fax (714) 638-6042
www.aoc.com

Dear Valued Member:

For over 45 years, the Apartment Association of Orange County (AAOC) has provided valuable, hassle-free resident-screening services. We consistently strive to improve our performance according to your needs and industry requirements.

As a result of increased credit fraud cases in recent years, credit bureaus are now placing stringent requirements on businesses accessing personal credit information. Therefore, AAOC is required to ensure that all legal mandates are met under the Federal Credit Reporting Act (FCRA).

The following page, *Tenant Screening/Credit Checking Compliance Requirements*, provides a checklist of all documents we must obtain from you. Please assist us by providing the necessary documentation pertaining to your business. AAOC values your privacy, and **all information you provide will be secure and confidential in a locked fire-safe filing cabinet in our office.**

Thank you for your cooperation as we work together to meet the requirements of the credit bureaus. If you have any questions, please call Veronica Leimbach at (714) 638-5550.

Sincerely,

Valerie D. Teeter
Executive Director

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Tenant Screening/Credit Checking Compliance Requirements

The following documentation is required of all individuals and/or businesses seeking personal consumer credit information through the Orange County Multi-Housing Service Corporation (OCMHSC). **Please return all information as soon as possible.**

Membership Application

Complete, sign and return the enclosed **Membership Application** so AAOC may update your member file with all current information.

Tenant Screening Service Agreement

Read, complete and sign the **Tenant Screening Service Agreement**.

Access Security Requirements

Read and sign the **Access Security Requirements**.

Federal Fair Credit Reporting Act Requirements

Read and sign the **Federal Fair Credit Reporting Act (FFCRA)**.

Bank Reference Authorization

Complete and sign the **Bank Reference Authorization**

***Signed Letter of Intent- Sample Enclosed**

Please provide a signed letter of intent with your purpose of running credit checks.

***Photo ID**

Please provide a copy of your driver's license or state ID card.

***Business License- Information Sheet Enclosed**

Please provide a copy of your business license. If you do not have a business license, please refer to the enclosed information sheet to see requirements.

***Copy of (1) Phone Bill or Utility Bill (For Members in Business for LESS than one (1) year)**

Please provide a copy of one phone bill or utility bill in your company name.

***Proof Of Ownership**

Please provide a copy of the property tax bill or deed of trust.

Physical Inspection – Instructions Enclosed

Your primary place of business requires an inspection completed by an approved and licensed third party vendor for a fee of \$54.00 to be paid prior to inspection.

***PLEASE REMEMBER TO INCLUDE THESE ADDITIONAL REQUIRED DOCUMENTS.**

Please call the AAOC at (714) 638-5550 if you have any questions.

Thank you for your cooperation.

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Membership Application

Company Name: _____ Doing Business As: _____

Contact Name: _____ Title: _____

Company Main Phone: _____ Do you have an Answering Service Yes No

Company Fax: _____

Physical Address: _____
Street City State County Zip

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

Web Site Address: _____ E-Mail Address: _____

Nature of Business: _____ Date Established: _____

Specific purposes(s) for which Consumer Reports will be used: _____

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

Business References: (Provide three references)

1.) Business Name: _____ Bus. Phone: _____

Contact Name: _____ Title: _____

2.) Business Name: _____ Bus. Phone: _____

Contact Name: _____ Title: _____

3.) Business Name: _____ Bus. Phone: _____

Contact Name: _____ Title: _____

PLEASE COMPLETE ONE OF THE FOLLOWING:

Complete for Sole Proprietor or Partnership (Circle which):

Owner #1 Name: _____

Resident Address: _____
Street City State County Zip

Social Security #: _____ Signature: _____

Owner #2 Name: _____

Resident Address: _____
Street City State County Zip

Social Security #: _____ Signature: _____

Complete for Corporation:

Officer #1 Name: _____ Title: _____

Officer #2 Name: _____ Title: _____

Officer #3 Name: _____ Title: _____

Federal Tax ID #: _____

Applicant certifies under penalty of perjury that the above and on the reverse of this form is true and correct, and authorizes OCMHSC/AAOC to obtain applicant's credit reports, and further authorizes OCMHSC/AAOC to investigate the information provided herein, and to make further inquiry and review as necessary. Applicant acknowledges that OCMHSC/AAOC shall rely on the information provided herein, and that any material misstatement will at OCMHSC's /AAOC's option be a material and non-curable breach and subsequently grounds for immediate discontinuance of receiving consumer credit reports.

Signature: _____ Date: _____

Print Name: _____ Title: _____

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Tenant Screening Service Agreement

THIS AGREEMENT made as of the _____ day of _____, 20____, by and between **Orange County Multi-Housing Service Corporation (OCMHSC)**, a California corporation, having an address of 12822 Garden Grove Blvd., Suite D, Garden Grove, California 92843 and the customer identified below ("Customer"):

1. End User is a _____ 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 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 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 tenant screening 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.
2. End User certifies that End User shall use the consumer reports: (a) solely for the Subscriber's certified use(s); and (b) solely for End User's exclusive one-time use. End User shall not request, obtain or use consumer reports for any other purpose including, but not limited to, for the purpose of selling, leasing, renting or otherwise providing information obtained under this agreement to any other party, whether alone, in conjunction with End User's own data, or otherwise in any service which is derived from the consumer reports. The consumer reports shall be requested by, and disclosed by End User only to End User's designated and authorized employees having a need to know and only to the extent necessary to enable End User to use the Consumer Reports in accordance with this Agreement. End User shall ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associated, or any other person except in the exercise of their official duties.
3. End User will maintain copies of all written authorizations for a minimum of six (6) years from the date of inquiry.
4. 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 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.
5. 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. Moreover, unless otherwise explicitly authorized in advance and in writing by TransUnion through Reseller, End User shall not disclose to consumers or any third party, any or all such scores provided under such agreement, unless clearly required by law.
6. 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 service the End User and cancel the agreement immediately.

For those End Users that wish to receive TransUnion scores as part of the consumer credit report being delivered.

1. End User will request scores only for End User's exclusive use. End User may store scores solely for End User's own use in furtherance of End User's original purpose for obtaining the scores. End User shall not use the scores for model development or model calibration and shall not reverse engineer the score. All scores provided hereunder will be held in strict confidence and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any Person except (i) to those employees of End User with a need to know and in the course of their employment; (ii) to those third part processing agents of End User who have executed an agreement that limits the use of the scores by the third party to the use permitted to End User and contains the prohibitions set forth herein regarding model development, model calibration and reverse engineering; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the score; or (iv) as required by law.

TERMS AND CONDITIONS OF SERVICE:

1. In order to induce OCMHSC to sell OCMHSC Tenant Screening Reports ("Report(s)"), including but not limited to consumer reports, as defined in the federal Fair Credit Reporting Act ("Act"), as it exists or is hereafter amended, to the undersigned Customer, Customer hereby agrees as set forth below, intending to be legally bound.

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, United States Code, imprisoned for not more than 2 years, or both.

2. Customer acknowledges that it is familiar with the requirements of the federal Fair Credit Reporting Act and applicable state and local laws governing the use of consumer reports (together, FCRA). Customer agrees to comply with all requirements of the FCRA in connection with ordering and using OCMHSC Reports hereunder, and acknowledges and agrees that it is responsible for its compliance with the FCRA.
3. Every time Customer requests a Report from OCMHSC, Customer certifies that it is obtaining the report for its exclusive one-time use as an end-user, for tenant screening purposes, and not for any purpose outside the permissible purposes of the Act, this Agreement, or any applicable Addendum for service. Customer warrants that it will not, either directly or indirectly, itself or through any agent or third party: (i) request, compile, store, maintain or use information obtained in the report to build its own database; (ii) resell any information obtained from reports; and/or (iii) copy or otherwise reproduce the information in the report. Customer employees shall be forbidden from attempting to obtain or from obtaining OCMHSC Reports on themselves, associates, or any other person except in the exercise of their official duties. Customer agrees that all reports provided will be strictly confidential. Except as required by law, no information from OCMHSC Reports will be revealed to any other person, save for those whose duty requires they review the information in relation to the tenant screening purpose for which the report was ordered. This restriction shall not prohibit Customer from providing to the applicant, who is the subject of an adverse action, a copy of such Report as it relates to the reasons for the adverse action.
4. Customer agrees to abide by all provisions of the Act. Customer also agrees to obtain an applicant's written authorization to obtain consumer report information on applicant, even if such applicant authorization is not required under the Act. Such authorization shall include language that authorizes OCMHSC to provide applicant information to various local, state and/or federal government agencies, including without limitation, various law enforcement agencies.
5. Customer agrees that OCMHSC functions solely as a consumer reporting agency and that OCMHSC makes no representations regarding the credit-worthiness of or suitability for residency by any individual. OCMHSC shall use good faith in attempting to obtain credit information from sources deemed reliable, in OCMHSC's sole judgment, but does not guarantee the accuracy of the information furnished. Customer recognizes that information is secured by and through fallible human sources, and that for the fee charged OCMHSC cannot be an insurer of the accuracy of the information. Customer releases OCMHSC and other companies from which OCMHSC may obtain reports, and their respective officers, agents, employees, and contractors, from any and all liability, including without limitation, liability or damages from any negligence in connection with preparation of such reports. Customer shall indemnify and hold harmless OCMHSC from and against any and all causes and actions, claims, demands, liabilities, loss, damage or expense of whatsoever kind and nature, including attorney's fees, which OCMHSC shall, or may at any time sustain or incur, by reason, or in consequence of, Customer's use of any report or data supplied by OCMHSC, or which OCMHSC may sustain or incur in connection with any litigation, investigation, or other expenditures incident to or resulting from obtaining, or using any report or data supplied by OCMHSC to Customer, including any suit instituted to enforce the obligations of this Agreement.
6. Customer agrees to pay OCMHSC upon receipt of an invoice for the services rendered during the previous calendar month according to the current rate schedules in effect. The prices and rates for the Services do not include applicable federal, state or local taxes. Customer will be solely responsible for all federal, state and local taxes levied or assessed in connection with OCMHSC's provision of services, other than income taxes assessed with respect to OCMHSC's net income. All payments shall be due not later than the last day of the month in which the invoice is received. Past due amounts shall accrue interest at a rate of 1.5 % per month. Accounts suspended for late payment or returned checks are subject to a \$25.00 reconnection fee. If collection efforts are required, Customer shall pay all costs of collection, including attorney's fees.
7. Customer acknowledges that it is responsible for the security of assigned codes, and is hereby notified of the possibility of theft or other form of compromise of Customer's assigned codes, which may or may not be detected, and of the possibility of use of a stolen or compromised assigned code to forge Customer's access to OCMHSC services. Customer specifically agrees that it shall be financially responsible for all reports issued as a result of any use of customers assigned access codes, whether intended or not. Customer must take precautions to secure any system or device used to access OCMHSC services. Customer must protect account numbers and passwords in such a way that they are known only to key personnel. Under no circumstances should unauthorized personnel have knowledge of any passwords used to access OCMHSC services. Customer shall not post in any manner passwords or account numbers within Customer's facility. Customer agrees that any system access software Customer may use, whether developed by OCMHSC or purchased from a third party vendor, must have account numbers and passwords "hidden" or embedded so that the passwords and account numbers are known only to supervisory personnel or other personnel authorized to use the services. Customer will require that each user of Customer's system access software will be assigned a unique logon password. Customer further agrees that account numbers and passwords are not to be discussed by telephone to any unknown caller, even if the caller claims to be an employee of Customer. Customer agrees that ability to access OCMHSC services shall be restricted to only a few key personnel, and any terminal devices used to obtain consumer report information from OCMHSC should be placed in a secure location within Customer's facility in such a manner as to make unauthorized access difficult. Customer agrees that any devices/systems used to obtain consumer reports from OCMHSC should be turned off and locked after normal business hours or when unattended by key personnel. Customer agrees that all hard copies of electronic files of consumer reports are to be secured within Customer's facility and must be protected against release or disclosure to any unauthorized persons. Customer agrees that hard copy consumer reports are to be shredded, destroyed, or rendered unreadable, when no longer needed and when Customer is

permitted to do so by applicable regulation(s), this Agreement or any Addendum to this Agreement. Customer agrees that electronic files containing consumer report data and/or information will be completely erased or rendered unreadable when no longer needed and when destruction is permitted by applicable regulation(s) or this Agreement.

8. Customer and OCMHSC agree that either party, with or without cause, may terminate this agreement at any time upon notice to the other. Additionally, OCMHSC may unilaterally terminate this Agreement immediately, or take any lesser action OCMHSC believes is appropriate, including but not limited to blocking Customer's access to all services, if OCMHSC believes in its sole judgment that Customer has failed to comply with any provision of this Agreement. No termination or expiration will relieve either party of any liability for monetary sums owing to the other.
9. OCMHSC DOES NOT WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICES, REPORTS, OR PROGRAMS AND SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS, INJURY OR DAMAGE, INCLUDING ANY LOST PROFITS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THEIR USE (OR INABILITY TO USE), OR IN WHOLE OR IN PART BY OCMHC'S ACTS, OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE, IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE SERVICES, REPORTS, OR PROGRAMS OR INFORMATION THEREIN. OCMHSC SHALL NOT BE LIABLE FOR ITS INABILITY TO PERFORM, OR FOR ANY DELAY IN PERFORMING, ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT IF THAT INABILITY OR DELAY IS CAUSED BY A FORCE MAJEURE EVENT, INCLUDING, BUT NOT LIMITED TO, EQUIPMENT FAILURES, GOVERNMENT ACTION, OCMHSC'S INABILITY TO ACQUIRE DATA, SERVICES OR OTHER PRODUCTS ON TERMS ANTICIPATED BY OCMHSC, OR FOR ANY OTHER CAUSE REASONABLY BEYOND OCMHSC'S CONTROL.
10. This Agreement shall be governed by and construed under the laws of the state of California, without reference to any conflict of law principles. Any and all disputes involving this Agreement that are not settled by mutual agreement shall be resolved solely and exclusively in the courts of the state of California, and Customer hereby consents to the jurisdiction of such courts and irrevocably waives all objections hereto, without limitation, on the basis of improper venue or forum non convenient.
11. This Agreement sets forth the entire understanding of the Customer and OCMHSC with respect to the subject matter hereof and supersedes all prior agreements, negotiations or understandings whether oral or written, excepting any service agreement or addendum executed for Reports or other services obtained for other permissible purposes not covered by this Agreement. This Agreement may be amended only by a written instrument signed by both parties. This Agreement shall not be binding on either party until accepted and signed by an officer of OCMHSC.

IN WITNESS WHEREOF, Customer and OCMHSC has each caused this services agreement to be executed by its duly authorized representative as of the date first above written.

By: _____
Authorized Signature

Title: _____

Printed Name: _____

Address : _____

Orange County Multi Housing Service Corporation

By: _____

Title: _____

Date Accepted: _____

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Access Security Requirements

We must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer credit reports. In signing the Consumer Reporting Agency Membership Agreement, you agree to follow these measures.

1. You must protect your Consumer Reporting Agency account number and password so that only key personnel know this sensitive information. Unauthorized persons should never have knowledge of your password. Do not post the information in any manner within your facility.
2. System access software, whether developed by your company or purchased from a third party vendor, must have your Consumer Reporting Agency account number and password "hidden" or embedded and be known only by supervisory personnel. Assign each user of your system access software a unique logon password.
3. Do not discuss your Consumer Reporting Agency account number and passwords by telephone with any unknown caller, even if the caller claims to be an employee of Consumer Reporting Agency.
4. Restrict the ability to obtain credit information to a few key personnel.
5. Place all terminal devices used to obtain credit information in a secure location within your facility. You should secure these devices so that unauthorized persons cannot easily access them.
6. After normal business hours, be sure to turn off and lock all devices or systems used to obtain credit information.
7. Secure hard copies and electronic files of consumer reports within your facility so that unauthorized persons cannot easily access them.
8. Shred or destroy, all hard copy consumer reports when no longer needed.
9. Erase or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
10. Make all employees aware that your company can access credit information only for the permissible purposes listed in the Permissible Purpose Information section of your membership application. Your employees may not access their own report or the report of a family member or friend if your company does not have permissible purpose.

Record Retention: It is important that you keep credit applications for a reasonable period of time. This will help to facilitate the investigative process if a consumer claims that your company inappropriately accessed their credit report. (Note: 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 per violation."

Signature: _____

Date: _____

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FCRA Requirements

Federal Fair Credit Reporting Act (FCRA-Public Law 91-508)

Although the FCRA primarily regulates the operations of consumer credit reporting agencies, it also affects you as a user of information. We have included a copy of the FCRA with your membership kit. 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

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

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.

Orange County Multi-Housing Service Corporation (OCMHSC) strongly endorses 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.

I acknowledge receipt and understanding of this document.

Signature: _____

Date: _____

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 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 disclose your consumer report to you, including all the information in your file and a list of everyone who has requested it recently. You will not be charged for the first disclosure in every twelve-month period. You are also entitled to a free report if (1) a person has taken adverse action against you because of information supplied by the CRA, so long as you request the report within 60 days of receiving notice of the action, (2) you certify that you are unemployed and plan to seek employment within 60 days, (3) you are on welfare, or (4) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars for disclosure of your consumer report.
- **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 results in any change. 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 sources 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, and 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 our 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 phone 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 1-877-FTC-HELP (382-4357) (Toll-Free)
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 or 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 institutions name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 705-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 1-877-275-3342
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

EXHIBIT C

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 at www.ftc.gov/credit. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Commission's Web site. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

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)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- 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)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- 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 information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information 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 Information 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 information 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 information provided by the CRA.

2. Adverse Actions Based on Information 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 information from a person other than a CRA, and the information is the type of consumer information 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 information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information 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 information 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 information not later than 30 days after receiving the request. If consumer report information 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 Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Federal Trade Commission and the banking and credit union regulators. The Federal Trade Commission's regulations will be available at www.ftc.gov/credit.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. 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. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations to be jointly prescribed by the Federal Trade Commission and the Federal Reserve Board. Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information 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.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, once the Federal Trade Commission by rule has established the format, type size, and manner of the disclosure required by Section 615(d), users must be in compliance with the rule. The FTC's regulations will be at www.ftc.gov/credit.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. 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 information 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.:

- 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

Orange County Multi-Housing Service Corporation

A wholly owned subsidiary of the Apartment Association of Orange County

12822 Garden Grove Blvd. • Suite D • Garden Grove, CA 92843-2010
(714) 638-5550 • Fax (714) 638-6042
www.aoc.com

I give **Orange County Multi-Housing Service Corporation** permission to request business checking account information on the below account as part of their membership due diligence process.

Signature _____ **Date** _____

Customer Name _____

Address _____

Bank Information:

Name of Bank _____ Address _____

Bank Phone Number _____

Business Checking Account Information:

Account Number _____

Bank Verification Information:

Date Account Opened: _____

Customer's Nature of Business: _____

Average Daily Balance: _____

Verified By: _____

Printed Name: _____ **Date:** _____

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Letter of Intent

Following is a SAMPLE Letter of Intent required for your compliance packet. In this letter, on letterhead or with your company name at the top, you should include:

- 1) The date of your letter.
- 2) The nature of your business.
- 3) The purpose of pulling credit reports.
- 4) Your approximate monthly and/or annual volume.
- 5) Your access area, for example, local, regional, or national.

Please sign the closing of your letter.

John Q. Consumer
12345 Easy Street
Anytown, USA
(714) 555-5555

January 1, 2007

To Whom It May Concern,

I currently own rental property in Orange County. I am a member of the Apartment Association of Orange County and would like to run credit checks to screen my prospective residents. Since vacancy of my units varies, my activity might be more or less than 10 credit checks a month, or 120 a year depending on the availability of my units. My units are located in Orange, Fullerton, and Garden Grove, and I will be pulling from your local database records.

Regards,


John Q. Consumer

City	Who Needs a License?	Application or other Information Online	More Info.
Aliso Viejo	no requirement	n/a	(949) 425-2500
Anaheim	5 or more units	http://www.anaheim.net/business/business_guide.htm	(714) 765-5194
Brea	2 or more units	http://www.ci.brea.ca.us/article.cfm?id=190	(714) 990-7686
Buena Park	1 or more units	http://www.buenapark.com/4city/finance/business_license.htm	(714) 562-3736
Costa Mesa	3 or more units	http://www.ci.costa-mesa.ca.us/docs/busapp.pdf	(714) 754-5245
Cypress	1 or more units	http://www.ci.cypress.ca.us/finance/business_licenses.htm	(714) 229-6712
Dana Point	no requirement	n/a	(949) 248-3573
Fountain Valley	6 or more units	http://www.fountainvalley.org/businesses/newbusiness/applications.html	(714)593-4400
Fullerton	4 or more units (unless the owner is living in the 4th unit)	http://fullerton-web.civicasoft.com/depts/admin_serv/bus_reg/starting_a_business.asp	(714) 738-6531
Garden Grove	1 or more unit	http://www.ci.garden-grove.ca.us/gg/departments/finance/buslic_html	(714) 742-5074
Huntington Beach	3 or more units	http://www.surfcity-hb.org/business/license_permit_codes/business_license.cfm	(714)-536-5267
Irvine	1 or more units	http://www.ci.irvine.ca.us/civica/filebank/blobload.asp?BlobID=8124	(949) 724-6310
La Habra	3 or more units	http://lahabracity.org/images/Site08/Finance/buslicenseapplication.pdf	(562) 905-9629
La Mirada	3 or more units	http://www.cityoflamirada.org/	
La Palma	unclear	http://www.cityoflapalma.org/forms/permits02.htm	(714) 690-3334
Laguna Beach	3 or more units	n/a	(949) 497-3311 x733
Laguna Hills	none required	n/a	(949) 707-2600
Laguna Niguel	none required	n/a	(949) 363-4360
Laguna Woods	none required	n/a	(949)-639-0500
Lake Forest	none required, but business registration suggested	http://www.thearbor.info/business_assistance.php#3	(949) 461-3477
Los Alamitos	1 or more units	http://www.ci.los-alamitos.ca.us/community/business_license.htm	(562) 431-3538 ext 301
Mission Viejo	none required	http://cityofmissionviejo.org/depts/cd/lic-per.html	(949) 470-3054
Newport Beach	3 or more units	http://www.city.newport-beach.ca.us/revenue/businesstax/default.htm	(949) 644-3309
Orange	1 or more units	http://www.cityoforange.org/business/default.asp	(714) 744-2270
Placentia	1 or more units	n/a	(714) 993-8237
Rancho Santa Margarita	none required	http://www.cityofrsm.org/rsm_website/business_permits.asp	(949) 635-1800
San Clemente	3 or more units available	http://san-clemente.org/sc/standard.aspx?pageid=169	(949) 361-6100
San Juan Capistrano	1 or more units	http://www.sanjuancapistrano.org/businesses_internal.asp?ID=283	(949)-234-4417
Santa Ana	1 or more units, but none required for renting single family residential units	http://www.santa-ana.org/finance/FI-BusLic-LocatedinSantaAna.asp	(714) 647-5804
Seal Beach	6 or more units	http://www.ci.seal-beach.ca.us/pdf/WebsiteLicPackage.pdf	(562) 431-2527 x310
Stanton	3 or more units	n/a	(714)-379-9222 x200
Tustin	1 or more units	http://www.tustinca.org/citydept/CommDev/BusinessLicensing.htm	(714) 573-3144
Villa Park	none required	http://www.villapark.org/faq.htm#license	(714) 998-1500
Westminster	4 or more units	http://www.ci.westminster.ca.us/depts/cd/building/license.asp	(714) 898-3311 ext. 249
Whittier	1 or more units	http://www.cityofwhittier.org/	(562) 464-3315
Yorba Linda	4 or more units	http://www.ci.yorba-linda.ca.us/businesses/businessservices/licenses_business.php	(714) 961-7145

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12822 Garden Grove Blvd. • Suite D • Garden Grove, CA 92843-2010
(714) 638-5550 • Fax (714) 638-6042
www.aaoc.com

Physical Inspection Information

To schedule your physical inspection, please call the AAOC Offices at (714) 638-5550.

The fee for each inspection is \$54.

Payment Options:

- A check made payable to **OCMHSC**
- Your credit card information provided below:

Please Circle Card Type:

Visa Mastercard American Express

Card Number _____

Expiration ____/____

Name on Card: _____

Credit Card Billing Address: _____

****Please see next page for an inspection checklist.

This checklist will serve as a guideline to what inspectors will be looking for during their inspection.

Inspection checklist:

1. A locking file cabinet that stores your credit checks and rental applications
2. A specifically designated office area
3. A paper shredder to destroy any sensitive documents

Please provide the following information for scheduling your inspection:

Physical Address: _____

Is this a gated community? Yes No

Phone Number: _____

Business Hours: _____

Business Days: M T W TH F S SU

Our approved third party vendor will contact you to make an appointment that will suit your schedule.

If you have any questions, feel free to call our offices at (714) 638-5550.

Thank you for your cooperation.