

# Orange County Multi-Housing Service Corporation

*A wholly owned subsidiary of the Apartment Association of Orange County*

525 Cabrillo Park Drive, Suite 125 • Santa Ana, CA 92701-5076

(714) 245-9500 • Fax (714) 245-9505

[www.AAOC.com](http://www.AAOC.com)

Dear Valued Member:

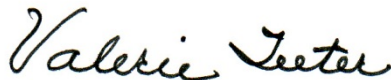
For nearly 50 years, the Apartment Association of Orange County (AAOC) has provided valuable, hassle-free resident-screening services. We consistently strive to improve our performance according to your needs and industry requirements.

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 Copeland at (714) 245-9500.

Sincerely,



Valerie D. Teeter  
Executive Director

# **Orange County Multi-Housing Service Corporation**

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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.**

### **Tenant Screening Services Application**

Complete, sign and return the enclosed ***Tenant Screening Services 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 (2) of the following (For Members in Business for LESS than one (1) year)**

- Utility Bill or Telephone Bill of the Primary Business
- Copy of a current Bank Statement
- Proof of Commercial Insurance

### **\*Proof Of Ownership/ Property Management Authorization**

If an Owner or Partnership, please provide a copy of the property tax bill or deed of trust.

If a Property Management Company, please provide a copy of a current DRE License.

### **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) 245-9500 if you have any questions. Thank you for your cooperation.

# Orange County Multi-Housing Service Corporation

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## Tenant Screening Services Application

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

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

Company Main Phone: \_\_\_\_\_ Company Fax: \_\_\_\_\_

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

Billing Address (if different): \_\_\_\_\_

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 Section A for Sole Proprietor/Partnership  
Complete Section B for Corporation**

### **Section A**

**Owner #1** Name: \_\_\_\_\_

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

Social Security #: \_\_\_\_\_ Signature: \_\_\_\_\_

**Owner #2** Name: \_\_\_\_\_

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

Social Security #: \_\_\_\_\_ Signature: \_\_\_\_\_

### **Section B**

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: \_\_\_\_\_

# Orange County Multi-Housing Service Corporation

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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 525 Cabrillo Park Drive, Suite 125, Santa Ana, California 92701 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 party 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.

**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: \_\_\_\_\_

# Orange County Multi-Housing Service Corporation

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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: \_\_\_\_\_

# Orange County Multi-Housing Service Corporation

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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: \_\_\_\_\_

Para informacion en espanol, visite [www.ftc.gov/credit](http://www.ftc.gov/credit) o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, DC 20580.

## A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.ftc.gov/credit](http://www.ftc.gov/credit) or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, DC 20580.**

**You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address and phone number of the agency that provided the information.

**You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:

- A person has taken adverse action against you because of information in your credit report;
- You are the victim of identify theft and place a fraud alert in your file;
- Your file contains inaccurate information as a result of fraud;
- You are on public assistance;
- You are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for additional information.

**You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

**You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for an explanation of dispute procedures.

**Consumer reporting agencies must correct or delete inaccurate, incomplete or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

**Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

**Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need - usually to consider an application with a creditor, insurer, employer,

landlord, or other business. The FCRA specifies those with a valid need for access.

**You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.ftc.gov/credit](http://www.ftc.gov/credit).

**You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.

**You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

**Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:**

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	<b>Federal Trade Commission: Consumer Response Center - FCRA</b> Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	<b>Office of the Comptroller of the Currency</b> Compliance Management Mail Stop 6-6 Washington, DC 20219 1-800-613-6743
Federal Reserve System member banks (except national banks and federal branches/agencies of foreign banks)	<b>Federal Reserve Board Division of Consumer &amp; Community Affairs</b> Washington, DC 20551 888-851-1920
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	<b>Office of Thrift Supervision</b> Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	<b>National Credit Union Administration</b> 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	<b>Federal Deposit Insurance Corporation</b> Consumer Response Center 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	<b>Department of Transportation</b> Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act of 1921	<b>Department of Agriculture</b> Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051

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[www.AAOC.com](http://www.AAOC.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 USE ONLY** \*\*\*\*\*

## **Bank Verification Information:**

**Date Account Opened:** \_\_\_\_\_

**Customer's Nature of Business:** \_\_\_\_\_

**Average Daily Balance:** \_\_\_\_\_

**Verified By:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

# Orange County Multi-Housing Service Corporation

*A wholly owned subsidiary of the Apartment Association of Orange County*

## 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.

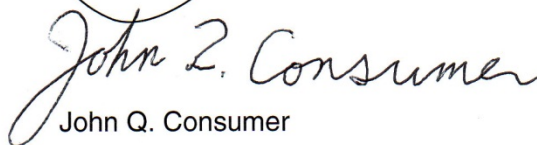
John Q. Consumer  
12345 Easy Street  
Anytown, USA  
(714) 555-5555

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

<b>City</b>	<b>Who Needs a License?</b>	<b>Application or other Information Online</b>	<b>More Info.</b>
Aliso Viejo	no requirement	n/a	(949) 425-2500
Anaheim	5 or more units	<a href="http://www.anaheim.net/business/business_guide.htm">http://www.anaheim.net/business/business_guide.htm</a>	(714) 765-5194
Brea	2 or more units	<a href="http://www.cityofbrea.net">http://www.cityofbrea.net</a>	(714) 990-7686
Buena Park	1 or more units	<a href="http://www.buenapark.com/4city/finance/business_license.htm">http://www.buenapark.com/4city/finance/business_license.htm</a>	(714) 562-3736
Costa Mesa	3 or more units	<a href="http://www.ci.costa-mesa.ca.us/docs/busapp.pdf">http://www.ci.costa-mesa.ca.us/docs/busapp.pdf</a>	(714) 754-5235
Cypress	1 or more units	<a href="http://www.ci.cypress.ca.us/finance/business_licenses.htm">http://www.ci.cypress.ca.us/finance/business_licenses.htm</a>	(714) 229-6712
Dana Point	no requirement	n/a	(949) 248-3512
Fountain Valley	6 or more units	<a href="http://www.fountainvalley.org/businesses/newbusiness/applications.html">http://www.fountainvalley.org/businesses/newbusiness/applications.html</a>	(714)593-4400
Fullerton	4 or more units (unless the owner is living in the 4th unit)	<a href="http://fullerton-web.civicasoft.com/depts/admin_serv/bus_reg/starting_a_business.asp">http://fullerton-web.civicasoft.com/depts/admin_serv/bus_reg/starting_a_business.asp</a>	(714) 738-6531
Garden Grove	1 or more unit	<a href="http://www.ci.garden-grove.ca.us">http://www.ci.garden-grove.ca.us</a>	(714) 742-5074
Huntington Beach	3 or more units	<a href="http://www.surfcity-hb.org/business/license_permit_codes/business_license.cfm">http://www.surfcity-hb.org/business/license_permit_codes/business_license.cfm</a>	(714)-536-5267
Irvine	5 or more units	<a href="http://www.ci.irvine.ca.us/civica/filebank/blobload.asp?BlobID=8124">http://www.ci.irvine.ca.us/civica/filebank/blobload.asp?BlobID=8124</a>	(949) 724-6310
La Habra	3 or more units	<a href="http://lahabracity.org/images/Site08/Finance/buslicenseapplication.pdf">http://lahabracity.org/images/Site08/Finance/buslicenseapplication.pdf</a>	(562) 905-9629
La Palma	1 or more	<a href="http://www.cityoflapalma.org/index.asp?nid=288">www.cityoflapalma.org/index.asp?nid=288</a>	(714) 690-3334
Laguna Beach	3 or more units	<a href="http://www.lagunabeachcity.net">www.lagunabeachcity.net</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, registration suggested	<a href="http://www.thearbor.info/business_assistance.php#3">http://www.thearbor.info/business_assistance.php#3</a>	(949) 461-3477
Los Alamitos	3 or more units	<a href="http://www.ci.los-alamitos.ca.us/community/business_license.htm">http://www.ci.los-alamitos.ca.us/community/business_license.htm</a>	(562) 431-3538 ext 301
Mission Viejo	none required	<a href="http://cityofmissionviejo.org/depts/cd/lic-per.html">http://cityofmissionviejo.org/depts/cd/lic-per.html</a>	(949) 470-3054
Newport Beach	3 or more units	<a href="http://www.city.newport-beach.ca.us/revenue/businesstax/default.htm">http://www.city.newport-beach.ca.us/revenue/businesstax/default.htm</a>	(949) 644-3309
Orange	4 or more units/if all 1 parcel	<a href="http://www.cityoforange.org/business/default.asp">http://www.cityoforange.org/business/default.asp</a>	(714) 744-2270
Placentia	1 or more units	<a href="http://www.placentia.org">www.placentia.org</a>	(714) 993-8237
Rancho Santa Margarita	none required	<a href="http://www.cityofrsm.org/rsm_website/business_permits.asp">http://www.cityofrsm.org/rsm_website/business_permits.asp</a>	(949) 635-1800
San Clemente	3 or more units	<a href="http://www.sanclemente.org">www.sanclemente.org</a>	(949) 361-6100
San Juan Capistrano	1 or more units	<a href="http://www.sanjuancapistrano.org/businesses_internal.asp?ID=283">http://www.sanjuancapistrano.org/businesses_internal.asp?ID=283</a>	(949)-234-4417
Santa Ana	1 or more units	<a href="http://www.santa-ana.org">http://www.santa-ana.org</a>	(714) 647-5804
Seal Beach	6 or more units	<a href="http://www.ci.seal-beach.ca.us/pdf/WebsiteLicPackage.pdf">http://www.ci.seal-beach.ca.us/pdf/WebsiteLicPackage.pdf</a>	(562) 431-2527
Stanton	3 or more units	<a href="http://www.ci.stanton.us">ww.ci.stanton.us</a>	(714)-379-9222 x200
Tustin	4 or more units	<a href="http://www.tustinca.org/citydept/CommDev/BusinessLicensing.htm">http://www.tustinca.org/citydept/CommDev/BusinessLicensing.htm</a>	(714) 573-3144
Villa Park	1 or more units	<a href="http://www.villapark.org/faq.htm#license">http://www.villapark.org/faq.htm#license</a>	(714) 998-1500
Westminster	3 or more units	<a href="http://www.ci.westminster.ca.us/depts/cd/building/license.asp">http://www.ci.westminster.ca.us/depts/cd/building/license.asp</a>	(714) 898-3311 ext. 249
Yorba Linda	1 or more units	<a href="http://www.ci.yorba-linda.ca.us/businesses/businessservices/licenses_business.php">http://www.ci.yorba-linda.ca.us/businesses/businessservices/licenses_business.php</a>	(714) 961-7145

# Orange County Multi-Housing Service Corporation

*A wholly owned subsidiary of the Apartment Association of Orange County*

525 Cabrillo Park Drive, Suite 125 • Santa Ana, CA 92701-5076

(714) 245-9500 • Fax (714) 245-9505

[www.AAOC.com](http://www.AAOC.com)

## Physical Inspection Information

The fee for this one-time 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 \_\_\_\_\_

Name on Card: \_\_\_\_\_ Expiration \_\_\_\_/\_\_\_\_

Credit Card Billing Address: \_\_\_\_\_  
\_\_\_\_\_

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

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: \_\_\_\_\_

Our approved third party vendor will contact you within 24 to 48 hours to make an appointment that will suit your schedule.

If you have any questions, feel free to call our offices at (714) 245-9500.