

# 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 over 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 Shannon Cannon at (714) 245-9500.

Sincerely,

A handwritten signature in black ink that reads "Lou Penrose". The signature is fluid and cursive, with the first name "Lou" being larger and more prominent than the last name "Penrose".

Lou Penrose  
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.**

### **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)***.

### **\*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.

### **Bank Reference Authorization**

***Bank Reference Authorization*** requirement will be fulfilled with payment received for Physical 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.

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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 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.

## **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. Subscriber acknowledges that many services containing credit information also contain information from the Death Master File as issued by the Social Security Administration ("DMF"); certify pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102 that, consistent with its applicable FCRA or GLB use of credit bureau information, the subscriber's use of deceased flags or other indicia within the credit information is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1); and certify that the subscriber will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within the credit information.

7. 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.

8. 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.

9. 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.
10. 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 OCMHSC'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.
11. 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.
12. 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 this document, 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. Anti-virus software deployed must be capable to detect, remove, and protect against all know types of malicious software such as viruses, worms, spyware, adware, Trojans, and root-kits.
4. Credit agency data must not be stored locally on smart tablets and smart phones such as iPads, iPhones, Android based devices, etc. When using smart tablets or smart phones to access credit data, ensure that such devices are protected via device passcode. Applications utilized to access all credit data via smart tablets or smart phones must protect data while in transmission such as SSL protection and/or use of VPN, etc. Storing credit data on mobile devices is prohibited.
5. When using cloud providers to access, transmit, store, or process credit data, ensure that appropriate due diligence is conducted to maintain compliance with applicable laws and regulations and contractual obligations as well as ensure that cloud providers have gone through independent audits and are compliant with one or more of the following standards: ISO 27001, PCI DSS, EI3PA, SSAE 16 – SOC 2 or SOC3, FISMA, CAI/CCM assessment.
6. 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.
7. Restrict the ability to obtain credit information to a few key personnel.
8. 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.
9. After normal business hours, be sure to turn off and lock all devices or systems used to obtain credit information.
10. Secure hard copies and electronic files of consumer reports within your facility so that unauthorized persons cannot easily access them.
11. Shred or destroy, all hard copy consumer reports when no longer needed.
12. Erase or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
13. 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.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

## 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 (CRA's). There are many types of CRA's, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is summary of your major rights under the FCRA. For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

**You may have additional rights under Maine's FCRA, Me. Rev Stat. Ann. 10, Sec 1311 et seq.**

- **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 CRA (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 identity theft and place a fraud alert in your file;
  - Your file contain 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, as of September 2005 all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty CRA's. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) 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.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
- **CRA's 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 CRA may continue to report information it has verified as accurate.
- **CRA's may not report outdated negative information.** In most cases, a CRA 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 CRA 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 CRA 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.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore)
- **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 CRA, or, in some cases, a user of consumer reports or a furnisher of information to a CRA 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.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

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

TYPE OF BUSINESS:	CONTACT:
1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates. b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau:	a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552 b. Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357
2. To the extent not included in item 1 above: a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations d. Federal Credit Unions	a. Office of the Comptroller of the Currency- Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480 c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106 d. National Credit Union Administration -Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street SW Washington, DC 20423
5. Creditors Subject to Packers and Stockyards Act	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416
7. Brokers and Dealers	Securities & Exchange Commission 100 F St NE Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 (877) 382-4357

**All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).**

## **NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA**

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 Consumer Financial Protection Bureau's (CFPB) website at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). 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 CFPB's website. **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 identify 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.

Federal regulations are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

#### **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. Federal regulations are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

### **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 prescribed by the CFPB.

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 the 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) 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 a 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(1), 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, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

## **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 identify 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 CFPB's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), 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. 1681c-A
Section 605B	15 U.S.C. 1681c-B
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*

## 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.

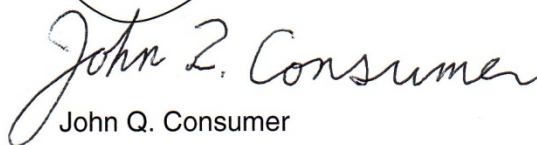
John Q. Consumer  
12345 Easy Street  
Anytown, USA  
(714) 555-5555

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 inspection is \$54 and must be paid by check made payable to OCMHSC.** The inspection is performed by Trendsorce, a TransUnion approved third-party vendor specializing in physical inspections to validate legitimacy, adequate security, and a permissible purpose for those processing resident screening.

**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 note: TransUnion requires photos to accompany all Physical Inspection results.

**Please provide the following information for scheduling your inspection:**

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

\_\_\_\_\_

Is this a gated community?            Yes        No

If yes, is there an access code?        Yes        No

Special Instructions: \_\_\_\_\_

Name of onsite contact: \_\_\_\_\_

Phone number: \_\_\_\_\_

Trendsorce 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.