

KEY SERVICES CORPORATION

964 EL CAMINO REAL
SAN CARLOS, CA 94070

MEMBERSHIP AGREEMENT

In order to obtain **CONFIDENTIAL** credit information, the undersigned (hereinafter referred to as "Member") requests Key Services Corporation (hereinafter referred to as "Key") for use of its services, under terms and conditions outlined below, and in consideration of the mutual benefits, Member and Key enter into the following agreement:

A. THE MEMBER AGREES:

1. To comply with all provisions of the Fair Credit Reporting Act (15 USC 1681 et seq.).
2. That the nature of Members business is _____.
3. To have written documentation to substantiate the claims made when reporting information and agrees to accept all responsibility and liability connected with reporting of such data.
4. To request information only for the Member's exclusive use, and the Member certifies that inquiries will be made only for the following purposes that are checked, and no other purpose:

_____ In connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of credit, including but not limited to, the renting or leasing of real property by Member as owned or assigned agent or manager of the property, for the purpose of allowing said consumer to occupy the property as a tenant, for an agreed upon term, with the tenant having all rights available under State law pertaining to Landlord Tenant relationships, or;

_____ For employment purposes; and Member agrees to identify to Key each request for a report to be used in such a manner at the time such report is requested.

Reports on employees will be requested only by the Member's designated representatives. Employees will be forbidden to attempt to obtain reports on themselves, associates, or any other person except in the exercise of their official duties.

(The Fair Credit Reporting Act provides that any person who knowingly and willfully obtains information on a consumer from a Consumer Reporting Agency under false pretenses, shall be fined not more than \$5,000.00, or imprisoned not more than one year, or both.)

5. Member certifies that when requesting information from Key, Member has obtained signed authorization from the applicant to obtain their credit history, and reference information, and a public record search for Unlawful Detainer (Eviction) filings and judgments if requested.
6. To hold in strict confidence all information received from Key and not to disclose such information, under any circumstances, to the subject of the report, or any other party, except as permitted by law.
7. To indemnify and hold Key harmless from any liability or damages of any kind or character arising out of or in any manner connected with the use or misuse of the credit information obtained under this Agreement, including but not limited to reasonable attorney's fees for any litigation to which Key is made a party or threatened to be made a party.
8. To pay Key upon receipt of statement for the services rendered during the previous 30-day period according to the current fee schedule in effect, which includes a one-time membership fee of \$35.00. All payments shall be due ten days after receipt of the invoice. Past due amounts shall be charged a \$5.00 service fee for each month they remain unpaid. If collection efforts are required, Member shall pay all costs of collection including attorneys' fees.

B. KEY AGREES:

1. To provide the Member a credit report service on individuals. Key reserves the right to change the schedule of services and charges from time to time, but no change in such schedule shall become effective as to the Member earlier than 30 days after written notice thereof shall have been given by Key to the Member.
2. To make available other credit services as may be deemed by Key to be beneficial to the Member and which are complementary to the normal Key function.
3. Key will exercise its best efforts to promptly deliver credit information requested by Member but shall have no obligation or liability to Member for any delay or failure of Key in its performance under this agreement.

C. IT IS MUTUALLY AGREED:

1. Key shall use good faith in attempting to obtain credit information from sources deemed reliable, but does not guarantee the accuracy of information reported, and in no event shall Key be held liable in any manner whatsoever for any loss or injury to Member resulting from the obtaining or furnishing of such information; and further that Member agrees to hold Key harmless and indemnify it from any and all claims, losses, and damages arising out of alleged liability or failure of the Member to keep and perform any of its obligations described herein.
2. This agreement shall remain in force and effect from year to year, on the same basis as set forth herein except that either party may cancel this Agreement at any time upon notice at least 10 days prior to the end of the current monthly payment period.
3. It is further agreed, however, that with just cause, such as delinquency or violation of the terms of the contract or a legal requirement, Key may, upon its election, discontinue serving the Member and cancel this Agreement immediately.
4. The parties hereto agree that this instrument is the full and complete Agreement between them regarding the furnishing of credit information, and is not to be altered, varied, or enlarged upon by any verbal promises, statements, or representatives not expressed herein. This agreement shall not be binding on either party until accepted by Key.

I have read and understand this Agreement, and further personally guarantee payment of this account. I authorize Key Services Corporation to obtain my personal credit file for the purpose of determining my credit worthiness and identity.

Name of Member: _____

Home Phone: () _____

Address: _____

Work Phone: () _____

Fax: () _____

Social Security # : _____

Address of Rental Property/s:

1) _____

Signature of Member: _____,

2) _____

Date : _____

(You may be asked to submit a tax bill from the county of record for the above referenced rental property to prove evidence of ownership if we are unable to verify ownership in our office.)