

**CAL COAST CREDIT REPORTS**  
1663 Mission Street, #603, San Francisco, CA 94103  
Phone (415) 252-2888 Fax (415) 252-2822

Date \_\_\_\_\_

Pages \_\_\_\_\_

Company \_\_\_\_\_

Phone \_\_\_\_\_

Attention \_\_\_\_\_

Fax \_\_\_\_\_

Cal Coast Rep. \_\_\_\_\_

**SIGN UP INSTRUCTIONS**

**Step 1** Fax back completed forms:

- \_\_\_ Service Agreement
- \_\_\_ Personal Guarantee for Company
- \_\_\_ FCRA Requirements
- \_\_\_ Access Security Requirements
- \_\_\_ Permissible Purpose Addendum
- \_\_\_ Credit Score Addendum
- \_\_\_ Trade References
- \_\_\_ Sample Letter of Intent (Retype on your company letter head)

**Step 2** Please provide copies of the following:

- \_\_\_ Broker's or Real Estate License
- \_\_\_ Business License or Corporation Documents
- \_\_\_ Copy of Business Check or Bank Statement
- \_\_\_ Copy of Phone Bill Under the Business
- \_\_\_ Broker, Agent, or Owner's Drivers License or ID
- \_\_\_ Website Address \_\_\_\_\_

**Step 3** Physical Inspection (We will arrange for a bureau rep to do the inspection)

Before your company can access credit reports, a physical inspection of your office must be conducted by an approved credit bureau vendor. We will make arrangements for the inspection. The cost of the inspection is \$75 for Mortgage companies and \$150 for Judgment companies. Please provide your credit card information for payment:

Credit Card # \_\_\_\_\_ Expire Date \_\_\_\_\_ Security Code \_\_\_\_\_

**FAX BACK TO: (415) 252-2822**

# CAL COAST CREDIT REPORTS

1663 Mission Street, #603 • San Francisco, CA 94103 • Phone (415) 282-2888 • Fax (415) 252-2822

## SERVICE AGREEMENT

**Account #** (For Cal Coast to complete): \_\_\_\_\_

The undersigned (hereinafter referred to as "Client") does hereby enter into an agreement with **Cal Coast Credit Reports, LLC**. (hereinafter referred to as "CCCR"), for the purposes of obtaining credit reporting services. The following are the terms agreed upon:

1. As stated by **§ 604 of the Fair Credit Reporting Act** (<http://www.ftc.gov>), Client maintains that it will request credit reports only for a permissible purpose, and must obtain authorization from the consumer prior to pulling credit reports. Client will obtain consumer reports from CCCR only when the issued reports are to be used as a constituent of a legally valid business proceeding involving the consumer. Client affirms that Client is not a detective agency, bail bondsman, a law firm, a credit repair or counseling clinic, or a person that will not be the end-user of the credit reports. Client must be the end-user and may not resell credit information to third parties.

Please check the **permissible purpose** (under Section 604 of the FCRA) which apply to your business:

- In connection with a credit transaction involving the customer 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
- For employment screening or tenant screening purposes involving the consumer; or
- For a legitimate business need in connection with a business transaction that is initiated by the consumer.

2. CCCR ensures that confidentiality will be upheld for all credit reports. Credit information from reports will only be released to CCCR employees whose responsibilities relate to the legitimate business purpose for which the credit report is requested.

3. Client agrees to have CCCR, Experian, Equifax, Trans Union, its officers, agents, and employees exempt from any and all claims, losses, and damages ensuing from the issuance of credit reports. Client recognized that credit information is secured by fallible human sources. Therefore, CCCR shall not be held liable for the accuracy of the issued reports.

4. Client acknowledges that credit scores are statistical and may not be predictive as to any particular individual, and that other factors must be considered in making credit decisions. Client agrees that it has made its own analysis of the statistical reliability and utility of using credit scores. Client agrees to limit the use of credit scores and credit data solely for its own business purpose with no right to transfer or sell such information to third parties. Client further agrees to maintain internal procedures to minimize the risk of unauthorized disclosure of credit information to third parties.

5. CREDIT REPORTS ARE PROVIDED "AS IS." CCCR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR A COURSE OF PERFORMANCE, WITH RESPECT TO THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY CREDIT REPORT, AND CCCR EXPRESSLY DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES. Client further agrees that it will not hold CCCR liable for any indirect, consequential, or special damages, or damages for loss of profits, whether incurred as a result of negligence or otherwise. The maximum liability of CCCR for damages in connection with providing credit services will not exceed the amount paid by Client for such services.

6. Client acknowledges receipt of the FCRA Requirements and the Access Security Requirements (attached herein), and agrees to comply with all requirements under the Fair Credit Reporting Act (FCRA) and applicable state laws in ordering and using credit reports. The FCRA provides that any person who knowingly or willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18, or imprisoned not more than two years or both.

7. Client will implement strict security procedures designed to ensure that Client's employees or agents access and use credit information in accordance with this Agreement, and for no purpose other than as permitted by this Agreement.

Furthermore, it is Client's responsibility to ensure that all its employees and agents are informed of the terms of this Agreement and the applicable laws, and are in compliance with them.

8. Client will notify CCCR immediately if there is reason to believe that a consumer's credit data has been compromised, or if the User ID or Password of Client's employee or agent might have been obtained by unauthorized persons. Client or Guarantor is responsible for maintaining the confidentiality of his or her own ID and Password, and will be responsible for all reports and services requested under his or her own ID and Password.

9. Client will allow CCCR to perform any audits that are necessary to verify that Client is in compliance with this Agreement and the applicable laws. Moreover, Client agrees to promptly furnish any documentation that is requested by CCCR to facilitate the audit. In the event CCCR determines that Client is not in compliance with this Agreement or the applicable laws, or that Client is not cooperating with the audit, CCCR may terminate Client's account without notice. Client will remain responsible for the payment for all services rendered to Client by CCCR prior to termination.

10. The terms of payment are NET 15 DAYS from the date of the invoice. Account with an outstanding balance more than 30 days past due are subject to a late payment charge of \$20 per month, or 1.5% per month, whichever is greater. Returned checks are charged a fee of \$20 per month as well. Client agrees to pay all accrued interest on outstanding debts and costs of collection, including reasonable attorney's fees. Furthermore, Client understands the provisions of the Real Estate Settlement Procedures Act (RESPA), which prohibits the inclusion of credit reporting agencies in bankruptcy proceedings and that all funds collected by Client for said purpose of credit reports are to be held in trust for such purpose.

11. The terms of this Agreement shall continue indefinitely, subject to cancellation by either party upon thirty (30) days prior written notice. Moreover, CCCR has the right, without prior notice, to terminate Agreement in event of any federal or state law that affects the economic operation of CCCR, or for any violation by Client of any provision of Agreement.

12. The Client understands that this is the entire Agreement and can only be modified or terminated for any reason, in writing, by the agreement of the parties, unless otherwise provided in this Agreement. The Client hereby acknowledges receipt of this Agreement, and acknowledges that Client has read and understands the provisions of the FCRA, and has read and understands the attached FCRA and Access Security Requirements.

How long has your company been conducting business? \_\_\_\_\_ How long in this location? \_\_\_\_\_

What is your company's website address \_\_\_\_\_

Company Name		Type/Nature of Business		
Physical Address (No P.O. Box)		City	State	Zip
Mailing/Billing Address		City	State	Zip
Phone	Fax	e-mail address		
Business Bank Reference		Account Number		
Name of Owner/Guarantor		SSN		
Signature of Owner/Guarantor		Date		
Signature of Credit Agency Representative		Date		

**PERSONAL GUARANTEE FOR COMPANY**

The undersigned (hereinafter Guarantor), in consideration of the execution of the Service Agreement between your company \_\_\_\_\_ (hereinafter Client) and **CAL COAST CREDIT REPORTS**, (hereinafter CCCR), hereby jointly and severally guarantee unconditionally to pay for any and all debts, obligations, and liabilities, including attorney fees and costs of collection, incurred by Client, arising out of the credit services provided to Client, including, but not limited to, Credit Reports, Rescores, Supplements, Ancillary Products, and all products and services requested by Client's employees and agents, even if fraudulently ordered, or unauthorized by Guarantor. Guarantor is ultimately responsible for all credit reports and services provided to Client by CCCR, unless the employee or agent signs a separate Personal Guarantee for Agents.

This is a continuing guarantee, and will apply to any modification or amendment of the Service Agreement. Guarantor hereby waives (a) Notice of acceptance of this guarantee; (b) Notice of renewal, extension, or amendment of the Service Agreement; (c) Any defenses against liability raised by Client.

This Personal Guarantee and the rights and obligations of the parties hereby shall be governed by and construed in accordance with California law. Guarantor hereby consents to jurisdiction by, and waives any objection to the exercise of jurisdiction by, the appropriate court in the County of San Francisco, State of California. In the event an action is brought to enforce performance of this agreement, the prevailing party shall recover reasonable attorney's fees and court costs. Moreover, Guarantor authorizes CCCR to obtain a credit report on Guarantor prior to approval of account or for collection purposes.

By signing at the bottom, I acknowledge that I have read and understand the above terms and conditions and hereby agree to be bound by them.

Name of Company \_\_\_\_\_

Name of Guarantor \_\_\_\_\_

Social Security # \_\_\_\_\_

Home Address (No PO Box) \_\_\_\_\_

\_\_\_\_\_

Home Phone \_\_\_\_\_ Fax \_\_\_\_\_

Alternative Phone \_\_\_\_\_

E-mail Address \_\_\_\_\_

Signature of Guarantor \_\_\_\_\_

Date \_\_\_\_\_

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## FCRA REQUIREMENTS

### Federal Fair Credit Reporting Act (FCRA)

Although the FCRA primarily regulates the operation of consumer credit reporting agencies (CRA's), it also affects you as a user of information. A copy of the FCRA can be obtained from the Federal Trade Commission's website at <http://www.ftc.gov>. The FCRA requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. Your company and its employees must comply with all the provisions of the FCRA and the applicable state laws, including these sections in particular:

- 604. Permissible Purposes of Reports**
- 607. Compliance Procedures and Obligations of Resellers**
- 610. Conditions and Form of Disclosure to Consumers**
- 611. Procedure in Case of Disputed Accuracy**
- 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**
- 620. Unauthorized Disclosures by Officers or Employees**
- 621. Administrative Enforcement**
- 623. Responsibilities of Furnishers of Information to Consumer Reporting Agencies**

- The consumer must be told if information in their file has been used against them. Anyone who uses information from a CRA to take action against a consumer (such as denying an application for credit) must give the consumer the name, address, and phone number of the CRA that provided the consumer report.
- The consumer can request a free copy of his or her credit report once a year from the CRA's. Moreover, the consumer can obtain a free credit report if denied credit within the last 60 days, if on welfare, if fraud has been committed, or under other circumstances provided for under the FCRA.
- The consumer has a right to dispute inaccurate information reported by the CRA's. The CRA's must investigate the disputed items and correct it usually within 30 days. However, the CRA's are not required to remove accurate data from a consumer's file unless it is outdated or cannot be verified.

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 an investment, partnership, etc. It is imperative that you identify each requestor if the report is to be used for employment purposes. Additional state laws may also impact your usage of reports for employment purposes.

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 in the states in which you operate.

By signing below, I acknowledge that I, as well as my employees and agents, have read and understand the above policies, and will keep a copy of this document in our files.

\_\_\_\_\_  
**Name of Owner/Manager**

\_\_\_\_\_  
**Signature of Owner/Manager**

\_\_\_\_\_  
**Date**

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## ACCESS SECURITY REQUIREMENTS

We must work together to protect the privacy of consumers. The following policies are designed to reduce unauthorized access of consumer credit reports. In signing the Cal Coast Credit Reports (CCCR) Service Agreement, Client agrees to abide by the following procedures. Any violation of these procedures may lead to suspension of your account.

Moreover, Client will ensure that all its employees or agents are adequately trained and familiar with all the following policies and applicable laws before granting them access to credit reports.

1. Client must protect their CCCR account number and password so that only key personnel know this sensitive information. Unauthorized persons should never have knowledge of these passwords. 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 CCCR 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 CCCR account number and password by telephone with any unknown caller, even if the caller claims to be an employee of CCCR.
4. Restrict the ability to obtain credit information to only a few 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 can not 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 the Agreement. 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."

By signing below, I acknowledge that I, as well as my employees and agents, have read and understand the above policies, and will keep a copy of this document in our files.

\_\_\_\_\_  
**Name of Owner/Manager**

\_\_\_\_\_  
**Signature of Owner/Manager**

\_\_\_\_\_  
**Date**

**PERMISSIBLE PURPOSE ADDENDUM**

This Addendum to the Service Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between \_\_\_\_\_ (hereinafter referred to as "Client"), and **Cal Coast Credit Reports, LLC**, a California corporation (hereinafter referred to as "CCCR"). Client agrees to comply with the Fair Credit Reporting Act and the requirements set forth by CCCR with respect to procuring and using credit reports.

THEREFORE, in consideration of the foregoing and subject to the terms and conditions set forth herein, the parties hereto mutually agree as follows:

As stated by § 604 of the Fair Credit Reporting Act (<http://www.ftc.gov>), Client maintains that it will request credit reports only for a permissible purpose. Client will obtain consumer reports from CCCR only when the issued reports are to be used as a constituent of a legally valid business proceeding involving the consumer. Client is the end user and will not further resell credit information to third parties.

The following are examples of **permissible purposes** (under Sec. 604 of FCRA), which Client may procure credit reports:

- In connection with a credit transaction involving the customer 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.
- For employment screening or tenant screening purposes involving the consumer.
- For a legitimate business need in connection with a business transaction that is initiated by the consumer.

The following is a list (although not exhaustive) of businesses or purposes, for which we are not allowed to provide credit reports for (**impermissible purposes**):

- Attorneys or law offices of any type
- Private detectives, detective agencies, or investigative companies
- Bail Bondsman or Check Cashing
- Employment Screening or Tenant Screening (unless you are the end user)
- Credit Counseling or Credit Repair
- Financial Counseling
- Individuals seeking information for their private use
- Asset location services
- Law enforcement (except for employment screening)
- Companies that resell credit reports to third parties
- Any company or person involved in credit fraud or other unethical business practices
- Companies listed on the credit bureaus Alert List

By signing below, I acknowledge that I, as well as my employees and agents, have read and understand the above policies, and will keep a copy of this document in our files.

\_\_\_\_\_  
**Name of Owner/Manager**

\_\_\_\_\_  
**Signature of Owner/Manager**

\_\_\_\_\_  
**Date**

**CREDIT SCORE ADDENDUM**

Client acknowledges that it is the end user of credit reports and credit scores, and that all scores and reason codes will be used in strict confidence and disclosed only to its employees and agents for the permissible purpose outlined in the Service Agreement and this Addendum.

As the end user, Client must comply with the following provisions.

1. Client is prohibited from selling or otherwise distributing to third parties any information related to credit scores or reason codes, except as otherwise required by law.
2. Client shall not disclose credit scores or reason codes to consumers or any third party, unless required by law.
3. Client must comply with all applicable laws and regulations in using credit scores and reason codes.
4. Nothing contained in the Agreement or Addendum shall be deemed to grant Client any license, sublicense, copyright interest, proprietary rights, or other claim against or interest in any computer program utilized by the Credit Repositories/Fair Isaac, or any third party involved in the delivery of credit scores.
5. Client, its employees or agents, are prohibited from using the trademark, service marks, logos, names, or any other proprietary designations of the Credit Repositories/Fair Isaac, CCCR, the affiliates of them, or any other party involved in the provision of Credit Scores without such entities written consent.
6. Client agrees, that under no circumstances will Client attempt in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by the Credit Repositories/Fair Isaac in performing the Credit Repositories/Fair Isaac Model.
7. Warranty: Repositories/Fair Isaac warrant that the Repositories/Fair Isaac is empirically derived and demonstrably and statistically sound and that to the extent the population to which the Repositories/Fair Isaac Model is applied is similar to the population sample on which the Repositories/Fair Isaac was developed, the Repositories/Fair Isaac Model score may be relied upon by CCCR and/or End Users to rank consumers in the order of the risk of unsatisfactory payment such as consumers might present to CCCR and/or End Users. Repositories/Fair Isaac further warrants that so long as it provides the Repositories/Fair Isaac Model, it will comply with regulations promulgated from time to time pursuant to the Equal Credit Opportunity Act, 15 USC section 1691 et seq. **THE FOREGOING WARRANTIES ARE THE ONLY WARRANTIES REPOSITORIES/FAIR ISAAC HAVE GIVEN CCCR AND/OR END USERS WITH RESPECT TO THE REPOSITORIES/FAIR ISAAC MODEL AND SUCH WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, REPOSITORIES/FAIR ISAAC MODEL MIGHT HAVE GIVEN CCCR AND/OR END USERS WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CCCR and/or End Users' rights under the foregoing Warranty are expressly conditioned upon CCCR and/or End User's periodic revalidation of the Repositories/Fair Isaac Model in compliance with the requirements of Regulation B as it may be amended from time to time (12 CFR section 202 et seq.).**

By signing below, I acknowledge that I, as well as my employees and agents, have read and understand the above policies, and will keep a copy of this document in our files.

\_\_\_\_\_  
**Name of Owner/Manager**

\_\_\_\_\_  
**Signature of Owner/Manager**

\_\_\_\_\_  
**Date**

**TRADE REFERENCES**

**Please provide 3 trade references that can verify doing business with your company.**  
(Examples: Title Companies, Appraisers, Banks, Training Courses, Office Supply Vendors, etc.)

Your Company Name \_\_\_\_\_

**Company** \_\_\_\_\_ **Acct #** \_\_\_\_\_ **Since** \_\_\_\_\_

**Address** \_\_\_\_\_

**Contact** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Verified by Cal Coast Credit Rep.** \_\_\_\_\_ **Date** \_\_\_\_\_

Notes:

**Company** \_\_\_\_\_ **Acct #** \_\_\_\_\_ **Since** \_\_\_\_\_

**Address** \_\_\_\_\_

**Contact** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Verified by Cal Coast Credit Rep.** \_\_\_\_\_ **Date** \_\_\_\_\_

Notes:

**Company** \_\_\_\_\_ **Acct #** \_\_\_\_\_ **Since** \_\_\_\_\_

**Address** \_\_\_\_\_

**Contact** \_\_\_\_\_ **Phone** \_\_\_\_\_

**Verified by Cal Coast Credit Rep.** \_\_\_\_\_ **Date** \_\_\_\_\_

Notes:

YOUR COMPANY'S LETTERHEAD  
ADDRESS  
PHONE

**LETTER OF INTENT**

Date

Dear Cal Coast Credit Reports:

We are writing this letter to inform you that we are using credit reports for the purpose of \_\_\_\_\_, and we acknowledge that we are not using credit reports for any other purpose.

Sincerely,

Print Name

Signature

**\*\*\* PLEASE NOTE \*\*\***

**(THIS IS A SAMPLE ONLY. PLEASE RETYPE ON YOUR COMPANY'S LETTERHEAD)**