



## Client Service Contract

910 Ivy Avenue East  
Saint Paul, MN 55106

Phone (651) 224-3002  
Fax (651) 224-0207

- 1) Client agrees to comply with all of the provisions of the Fair Credit Reporting Act, 15 U.S.C §§ 1681-1681u and all other applicable statutes, both state and federal.
- 2) Client agrees to provide to all applicants for residential tenancy all the rights and privileges conveyed to applicants by the FCRA, including but not limited the rights set forth in Section 615 of the FCRA.
- 3) Client agrees not to request a credit report for an applicant without first obtaining a proper, signed release by said applicant.
- 4) Client agrees to abide by Minnesota Statute 504b.173 by disclosing to applicant, prior to taking an application fee, the name, address and telephone number of Tenant Check, Inc.
- 5) Client further acknowledges Minnesota Statute 504b.173 in reference to the return of application fees not used for the purpose of obtaining a consumer credit report and/or to perform a tenant background screening.
- 6) Client shall not permit use of their account by any persons other than it's own officers, agents or employees. Employees will be forbidden to attempt to obtain reports on themselves, associates, or any other person except in the exercise of their official duties.
- 7) 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.
- 8) All information, whether written or oral, furnished by Tenant Check, Inc. shall be held in strict confidence and used exclusively for the benefit of the Client.
- 9) All reasonable efforts will be made to provide accurate, reliable and correct information. However, Tenant Check, Inc. makes no warrantee, express or implied. Tenant Check, Inc. does not assume responsibility for any loss due to Client's reliance on the information reported.
- 10) Client may discuss information received from Tenant Check, Inc. with the consumer in the event Client declines or takes adverse action regarding the consumer. In the event of disclosure to the consumer by Client, Tenant Check, Inc. shall be held harmless from any liability, damages, cost or expense including reasonable attorney's fees result therefrom. Tenant Check, Inc. shall not be liable in any manner whatsoever for any loss or injury to Client resulting from the obtaining or furnishing of such information and shall not be deemed to have guaranteed the accuracy of such information, such information being based, however, upon reports obtained from sources considered by Tenant Check, Inc. to be reliable.
- 11) Tenant Check, Inc. shall not be held responsible for any delays in, failure or suspension of, service caused by mechanical or power failure, strikes, labor difficulties, fire, inability to operate or obtain service from or for it's equipment, Acts of God, or other causes beyond the control of Tenant Check, Inc.
- 12) Tenant Check, Inc. reserves the right to terminate this service agreement free from any and all liability.
- 13) Tenant Check, Inc. reserves the right to suspend service to Client in the event that the account becomes delinquent for more than thirty (30) days. Continuance of service and payment during any period of delinquency shall not constitute a waiver of Tenant Check, Inc.'s right to terminate.
- 14) This service contract constitutes the full and complete agreement of the parties. This agreement may not be altered, amended or otherwise varied except by written mutual agreement of both parties.
- 15) This service contract shall be governed by, and construed in accordance with, the laws of the State of Minnesota.

- 16) A delinquency charge of 1.5%, per month may be added to the outstanding balance of any account on the first day of the month following billing. Failure to charge a delinquency fee shall not constitute a waiver of the right to said fee.
- 17) If action is taken by Tenant Check, Inc., whether by suit or otherwise, to enforce collection, or to defend, preserve or enforce it's right under this agreement, the Client agrees to pay all costs thereby incurred by Tenant Check, Inc., including a reasonable attorney's fee.

Client hereby retains Twin City Tenant Check, Inc., dba Tenant Check, Inc., to process applications for residence at properties owned or contractually managed by Client as listed below. The undersigned will provide Tenant Check, Inc. complete, legible and accurate rental applications by mail or fax to Tenant Check, Inc. List below, or attach a separate document listing, all properties to be included in the contract.

Property Name and Address	# of Units	Authorized User/Manager	Account #

All information provided by the Client in this Application and Contract will be verified by Tenant Check, Inc. \_\_\_\_\_ certifies that the above is true and correct. False or misleading information will be grounds for termination of this contract.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Name and Title of Owner

\_\_\_\_\_  
Signature of Owner or Authorized Agent

\_\_\_\_\_  
Agent of Tenant Check, Inc.