



Element 9 LLC (D/B/A VirtualScreener)
135 East 57th Street, 15th Floor
New York, NY 10022
Tel: (212) 832-0765
Fax: (212) 656-1920
Email: info@virtualsecreener.com

CLIENT APPLICATION AND SERVICE AGREEMENT

Company Information			
Company (D/B/A):			
Tax ID#			
Type of Business:		<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Non-profit	
Number of Locations:		Years in business:	

Contact Information	
First Name:	
Last Name:	
Street Address:	
Address 2 (e.g. Suite#)	
City:	
State:	
Zip Code:	
Telephone Number:	
Fax Number:	
E-mail Address:	
Website:	

Bank Reference	
Company Name:	
Account Number:	
Contact Name:	
Street Address:	
Address 2 (e.g. Suite#)	
City:	
State:	
Zip Code:	
Telephone Number:	

Trade Reference	
Company Name:	
Account Number:	
Contact Name:	
Street Address:	
Address 2 (e.g. Suite#)	
City:	
State:	
Zip Code:	
Telephone Number:	



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Properties (Owners only) (Please list the address of properties you own/manage)	
1.	
2.	
3.	
Required Documentation	
Property Owners	Real Estate Professionals
<ul style="list-style-type: none"> Picture ID (e.g. license, passport) and one of the following: Most recent tax bill for the property listed Deed Property Insurance 	<ul style="list-style-type: none"> Business license / Professional license
Billing Information	
Credit Card	
Type of Credit Card:	<input type="checkbox"/> Mastercard <input type="checkbox"/> Visa
Cardholder Name:	
Account Number:	
Expiration (MM/YYYY):	
ACH	
Financial Institution:	
Name on Account:	
Routing Number:	
Account Number:	
Type of Account:	<input type="checkbox"/> Checking <input type="checkbox"/> Savings
How would you like to receive your invoices?	<input type="checkbox"/> Fax <input type="checkbox"/> E-mail

CLIENT SERVICE AGREEMENT

I the undersigned client agree, acknowledge and consent that the credit information acquired on my behalf by Element 9, LLC (D/B/A Virtualscreener.com) & MicroBilt to conduct business will be for the exclusive use in credit, insurance, screening or other business decisions and that all consumer credit reports and allied information will be held in strict confidence. Further, use of such information for unfair or deceptive practices is strictly prohibited and information on (prospective) employees will only be secured by designated authorized representative(s) of Client. Additionally, client hereby expressly nominates and appoints MicroBilt and its Suppliers as its Agent for the sole and limited purpose of obtaining access to credit bureau products and information and hereby gives its express permission to the consumer credit reporting agencies to relinquish and provide MicroBilt and its Suppliers with any and all related information. Client employees are forbidden from obtaining credit information about themselves, associates or any other employee, except in the performance of their official duties. Finally, credit information will not be disclosed to the subject of the information; rather, any such subject(s) will be referred, upon need or legitimate inquiry, to the credit bureau office identified on the consumer credit information.

The Client understands that Element 9, LLC (D/B/A VirtualScreener) specializes in credit information and is regulated by federal laws that must be complied with by both Element 9, LLC (D/B/A VirtualScreener) and the Client. The Client certifies that they, to the best of their ability, will abide by all Fair Credit Reporting Acts. The Client agrees to comply with all the provisions of Public Law 91-508 and the Fair Credit Reporting Act (Public Law 91-508 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 or imprisoned not more than one year or both). Information supplied will be requested only for Clients exclusive use and the Client certifies that inquiries will be made only when the Client intends to use the information for permissible purposes of tenant screening only. Client further agrees to hold information in strict confidence and acknowledges they are the end user of this information. In the case the disclosure of such information leads to any claims or litigation, Client will hold Element 9 (D/B/A Virtualscreener.com) harmless from any liability or damages resulting there from. Element 9, LLC (D/B/A Virtualscreener.com) 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 Element 9, LLC (D/B/A Virtualscreener.com) to be reliable. It is further agreed that if the Client is delinquent in payment of charges, or is guilty of violating the terms of this contract, Element 9, LLC (D/B/A Virtualscreener.com) may, at its sole discretion discontinue providing service to Client and seek legal action for all bad debts, damages and legal fees associated with the breach of contract. Client may only use the report information obtained for the permissible use of tenant screening only.



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- _____ The Client agrees to obtain an executed application from each applicant stating they have agreed to allow the Client to view their consumer credit file before submitting an application/request via VirtualScreener.
- _____ The Client certifies that they are the end-user and will not resell the information provided by Element 9, LLC (D/B/A , either directly or indirectly).
- _____ The Client agrees to abide by Section 615b of the Fair Credit Reporting Act which requires the Client to tell the prospective tenant/applicant where the report was obtained, if the credit report was in fact used in order to make the decision.
- _____ The Client authorizes Element 9, LLC (D/B/A VirtualScreener) to charge the above credit card or bank account for any reports processed by Element 9, LLC (D/B/A VirtualScreener)
- _____ The Client understands that Element 9, LLC (D/B/A VirtualScreener) will digitally archive all saved applications and consumer credit reports herein referred to as "application files" for up to 1 year from the date of submission, however Element 9, LLC (D/B/A VirtualScreener) is not liable at anytime to retain these files in order to be in compliance with the Fair Credit Reporting Act. The retention of these files is the sole responsibility of the client. The digital archive of application files on VirtualScreener.com is only a convenience service for the Client and the service can be discontinued at anytime without reason.
- _____ I the undersigned client agree, acknowledge and consent to the terms and conditions of Client Service Agreement, Exhibit A: Consumer Credit Report Requirements, Exhibit B: Property Application and Exhibit C: Personal Guarantee.

Signature	
Signature:	x
Print Name:	
Date:	

PLEASE RETURN THIS FORM WITH REQUIRED DOCUMENTATION VIA ONE OF THE FOLLOWING METHODS:

BY FAX: (212) 656-1920

BY MAIL: **Element 9, LLC (D/B/A VirtualScreener)**
135 East 57th Street
15th Floor
New York, NY 10022

(FOR OFFICE USE ONLY)	
Status:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied _____ _____
Date Opened:	
Member Code :	
Bureau Password :	
Market :	
Sub-Market :	



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EXHIBIT A: CONSUMER CREDIT REPORT REQUIREMENTS

Element 9 LLC (D/B/A VirtualScreener) ("VirtualScreener") and _____ ("the Client"), having entered into a Client Service Agreement dated _____ for the commercial purposes of accessing consumer credit reports to facilitate tenant screening.

When the Client chooses to qualify a tenant using consumer credit reports, VirtualScreener requires the Client to obtain the following information about all prospective tenants/applicants (see also Exhibit B – Property Application):

- A. Completed rental or pre-sale application ("the Application, Exhibit B")
- B. The address of the property, the applicant is applying for
- C. The consumer's full name
- D. The consumer's current address
- E. The consumer's social security number
- F. The consumer's date of birth
- G. The consumer's signature (clearly and conspicuously authorizing the Client to obtain a credit report).
- H. The Client is required to store the application for three (3) years from the date of the inquiry.
- I. The inquiry posting must display the Client's company name written in full or, for individual property owners, the full name of the property owner.

At anytime VirtualScreener can request or audit the Client's consumer records to determine if the Client is performing the necessary consumer due diligence needed to qualify applicants for specific properties and to ensure that the Client is in compliance with the Client Service Agreement.

Agreed to this ____ day of _____, 20____ by the duly authorized representatives of each party.

Element 9, LLC (D/B/A VirtualScreener) _____

By: _____ By: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____



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FOR SAMPLE PURPOSES ONLY

EXHIBIT B: PROPERTY APPLICATION

Property Address applying for: _____

APPLICANT

Last Name : _____ First : _____ Mid : _____

Address : _____ City : _____ State : _____

ZIP: _____ How long at this address: _____

Telephone # : _____ Fax # _____

Social Security or Tax ID#: _____

Date of Birth: _____

Driver's License Number: _____ State: _____

Previous Address

Address: _____ City: _____ State: _____ ZIP: _____

How long at this address: _____

Have you ever been convicted of a felony? : YES / NO If yes, explain conviction:

Present Landlord

Last Name: _____ First: _____ Mid: _____

Address: _____ City: _____ State: _____ ZIP: _____

Telephone #: _____ Fax # _____

Employer

Present Employer: _____ Position: _____

Address _____ City _____ State _____

Phone # _____ How long at job _____

Monthly Income: _____ Other Income: _____

Other income/source: _____

I CERTIFY that answers given herein are true and complete to the best of my knowledge. I authorize investigation of all statements contained in this application for tenant screening as may be necessary in arriving at a tenant decision, I understand that the landlord may terminate any rental agreement entered into for any misrepresentations made above.

Signature _____ Date _____



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EXHIBIT C: PERSONAL GUARANTEE

The undersigned individual, being employed by and/or financially interested as the Company identified below, and in consideration of Element 9, LLC (D/B/A VirtualScreener) entering into a service agreement and related contracts ("Agreements") with such Company, personally and individually guarantees all payments due to Element 9, LLC (D/B/A VirtualScreener) by the Company under said Agreements. The undersigned waives presentment, protest, demand and notice of dishonor or default in connection with this guarantee and any payments due by the Company under the Agreements, and the individual expressly recognizes that this Guarantee creates personal obligation, and that any default under this Guarantee may be reflected on the undersigned's personal credit file. The undersigned further expressly acknowledges the right of Element 9, LLC (D/B/A VirtualScreener) subsidiaries to check the undersigned's personal credit file and/or other financial references.

Guarantor's Information	
Company Name:	
Title of Guarantor:	
First Name of Guarantor:	
Last Name of Guarantor:	
Home Street Address:	
Address 2 (e.g. Suite#)	
City:	
State:	
Zip Code:	
Home Telephone Number:	
Social Security Number:	
E-mail Address:	
Signature	X

*****IMPORTANT*****

In the event that your employment or (business and/or financial) relationship with the above referenced Company should terminate, it is your responsibility to notify Element 9, LLC (D/B/A VirtualScreener) in writing, so that we may secure another personal guarantor. Otherwise, this Guarantee remains binding against you until you are released from the Guarantee by Element 9, LLC (D/B/A VirtualScreener) in writing.