CREDIT BUREAU OF THE PACIFIC, INC.
TENANT REPORTING AGREEMENT

TENANT REPORTING AGREEMENT, entered into as of _____, 20_____, by **CREDIT BUREAU OF THE PACIFIC, INC.** hereinafter **"CBP",** and _____ hereinafter, **"SUBSCRIBER".**

CBP and Subscriber Agree as follows:

1. **CBP SERVICES.** CBP shall furnish to Subscriber, on request, a report containing factual personal and financial data respecting individual applicants for rental of Subscriber's property. Subscriber will provide CBP with appropriate identifying information as to itself and the pertinent applicant. Reports will be furnished by CBP to Subscriber in oral, printed or written form.

2. **SUBSCRIBER'S REPRESENTATIONS.** Prior to obtaining a credit report, Subscriber agrees to obtain from applicant a signed authorization for permission to obtain credit information from CBP in a form acceptable to CBP. A copy of the authorization must be retained by Subscriber and provided to CBP on request. All Subscribers and employees who are provided access to the reports must be familiar with the Federal Fair Credit Reporting Act (15U.S.C.S.§ § 1681-1681+), hereafter "FCRA", including the provisions relating to permissible purposes of reports; requirements on Users of consumer report; liabilities for non-compliance; and penalties for obtaining information under false pretenses.

3. **CHARGES TO SUBSCRIBER.** For each tenant report, Subscriber agrees to pay CBP the prevailing applicable charge as specified in CBP's published Price Schedule. Prices are subject to change upon thirty (30) days notice to Subscriber. Payment shall be due ten (10) days following receipt of monthly invoice. CBP may discontinue service to Subscriber if any payment is not received within thirty (30) days after date of invoice.

4. **CONFIDENTIALITY OF INFORMATION.** All information contained in reports furnished by CBP shall be kept strictly confidential and shall not be disclosed to anyone except to persons within Subscriber's organization whose official duties require them to evaluate the tenant transaction in relation to which the report was requested. Subscriber will restrict knowledge of the private code furnished by CBP to obtain access to its reporting system to those persons employed by Subscriber whose official duties require the obtaining and evaluation of tenant reports. Subscriber will further inform its employees that under the provisions of the FCRA. Persons who secure reports under false pretenses or willfully fail to comply with the Act are subject to a fine of $5,000.00. and imprisonment for one year or both as well as liability for damages and attorney's fees. Nothing contained herein shall be deemed to preclude Subscriber from providing an individual, on whom a report is furnished, with the name and address of CBP in the event that Subscriber takes adverse action against the individual either wholly or partly because of information contained in a CBP report.

5. **USE OF INFORMATION.** Subscriber hereby certifies and agrees that it will request and use reports received from CBP solely in connection with a pending rental transaction involving the individual as to whom a report is sought.

6. **CBP PERFORMANCE.** CBP will use reasonable efforts to deliver reports requested by Subscriber in an expeditious and efficient manner. Subscriber agrees that CBP shall have no obligation or liability to Subscriber for any delay or failure of CBP in the performance of services under this Agreement. CBP will use best efforts to furnish to Subscriber accurate and reliable information, but does not warrant nor guarantee the accuracy or completeness thereof. Subscriber releases CBP and its officers, employees or agents from responsibility for any liability or loss arising out of the furnishing, receipt or use of CBP reports.

7. **INDEMNIFICATION.** Subscriber shall indemnify, defend and hold CBP harmless from and against any and all cost and liabilities which may be asserted against CBP as a consequence of Subscriber's use of CBP reports in breach or violation of this Agreement or the FCRA.

8. **TERM.** This Agreement shall continue in force without any fixed date of termination, but CBP or Subscriber may terminate the Agreement upon thirty (30) days prior written notice to the other.

9. **NOTICE.** Notices required in this Agreement shall be provided in writing and shall be personally delivered or transmitted by certified mail, return receipt requested, addressed as follows, unless by notice to the other party that a different address has been designated:

CBP: Credit Bureau of the Pacific, Inc.
1616 Liliha Street, Room 101
Honolulu, Hawaii 96817

Subscriber:

10. **ASSIGNMENT AND EFFECT.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, but neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.

11. **CONTRACT IN ENTIRETY.** This Agreement sets forth the entire understanding and agreement between CBP and Subscriber and supersedes any prior or contemporaneous oral or written agreements or representations. With the exception of the Price Schedule, it may be modified only by a written amendment duly executed by both parties.

12. **APPLICABLE LAW.** This Agreement shall be interpreted in accordance with the laws of the State of Hawaii.

BEACON

EQUIFAX CREDIT INFORMATION SERVICES, INC. (Equifax)
CREDIT BUREAU OF THE PACIFIC, INC.

1. Subscriber, desiring to use Equifax's BEACON service at the regular prices established by Equifax from time to time, agrees that all such BEACON services and information, whether oral or written, whether by report or otherwise, will be received subject to the following conditions:

2. The BEACON service consists of point scorable prediction algorithms developed by the Fair Isaac Companies. It is based on the computerized consumer credit information in Equifax's automated consumer reporting system, and designed to predict the risk of an individual not paying accounts as agreed. Equifax will apply BEACON to such of the Subscriber's inquiries for consumer reports from Equifax's automated consumer credit reporting system as Subscriber may request. Pursuant to such inquiry and request for BEACON information. Equifax shall, as available, provide Subscriber the BEACON score, up to four of the principal factors contributing to the BEACON score and the consumer credit report.

3. BEACON information from Equifax will be requested only for the exclusive use of the Subscriber, and Subscriber agrees all BEACON information received from Equifax will be held in strict confidence, except to the extent that disclosure to others is required by law. Although the fact that a point scoring or credit scoring algorithms were used and the principal factors contributing to the BEACON score may be provided to the subject of the request for BEACON information. Subscriber agrees that under no circumstances will it disclose or provide to the subject the actual BEACON score or specifically state that a credit risk prediction model was used.

4. Subscriber agrees to hold Equifax, Credit Bureau of the Pacific, Inc. and the Fair Isaac Companies and all their agents and employees harmless on account of any expense or damage arising or resulting from the publishing or other disclosure by Subscriber or Subscriber's employees or agents, of the BEACON score, the report or other information contrary to the conditions set forth in Paragraph 3.

5. Equifax reasonably believes: that BEACON, subject to validation by Subscriber on its own records, is intended to be an "empirically derived, demonstrably and statistically sound credit scoring system: as defined in Regulation B promulgated by the United States Federal Reserve Board pursuant to the Equal Credit Opportunity Act. 15 U.S.C. Section 1691, et seq., with

the understanding, however, that the term "empirically derived, demonstrably and statistically sound," is defined only in a general manner by Regulation B, and has not been the subject of any significant interpretation; that BEACON does not use a "prohibited basis," as such term is defined and permitted in Regulation B, and that the method used for generating the principal reasons supplied by Equifax to the undersigned is in compliance with the requirements of Regulation B. Subscriber understands that it is responsible for meeting its requirements under the Equal Credit Opportunity Act and Regulation B.

6. Equifax does not gurantee the predictive value of the BEACON scores with respect to any of Subscriber's applicants or customers, and does not intend to characterize any such individual as to credit capability as the BEACON score only represents an estimate of credit risk relative to other individuals in Equifax's automated consumer reporting system and any predictive value only represents an opinion based on the point scorable prediction algorithms. Subscriber releases Equifax, Credit Bureau of the Pacific, Inc., The Fair Isaac Companies, their officers, employees, agents, sister or affiliated companies, or any third party contractors or supplier of Equifax from liability for any damages, losses, costs or expenses, whether direct or indirect, suffered or incurred by Subscriber resulting from any failure of BEACON to accurately predict the credit-worthiness of Subscriber's applicants and customers in connection with Subscriber's actions in regard to its applicants and consumers. In the event BEACON was not correctly applied by Equifax to the credit file, the sole responsibility of Equifax and Credit Bureau of the Pacific, Inc., shall be to reprocess the credit file through BEACON at no additional charge.

7. All BEACON services will be charged to Subscriber at the regular rates of Equifax, Credit Bureau of the Pacific, Inc., in the city in which the service is rendered, and such charges shall be paid for by Subscriber upon rendition of monthly or yearly statements.

8. Subscriber understands that the BEACON score and principal reasons are only one of various items of information it can use in connection with its review and decision regarding the subject. Subscriber certifies that BEACON information will only be requested along with a consumer report, and that a consumer report, as defined by the Fair Credit Reporting Act, will be ordered only when intended to be used as permitted by the Act.

9. This Agreement is supplemental to the Agreement for Service for consumer credit reporting services entered into between Subscriber and Equifax, which is incorporated herein by reference. This Agreement applies just to information furnished by Equifax to Subscriber from the BEACON System and sets forth the entire understanding and agreement between Equifax and Subscriber regarding on-line BEACON services.

10. Written notice by any party will terminate this Agreement, but the obligations and agreements set forth in the third, fourth, fifth, sixth and ninth paragraphs above will remain in force.

11. This Agreement may be modified only by a written amendment duly executed by all parties. No party may assign its rights or obligations except with prior written consent of the other parties. This Agreement shall be interpreted in accordance with the laws of the State of Georgia. The undersigned is a duly authorized representative with all powers required to execute this Agreement.

SAFESCAN

This agreement is entered into among Equifax Credit Information Services, Credit Bureau of the Pacific, Inc. and the Subscribers signing this Agreement.

This Agreement supplement's Subscriber's current Agreement(s) for service with Equifax Credit Information Services and any current Agreement(s) for Service (if any) with Credit Bureau of the Pacific, Inc., and applies just to information furnished by Subscriber for inclusion in the Equifax-owned SAFESCAN System and to information obtained by Subscriber from Equifax's SAFESCAN System.

Subscriber agrees to furnish data which is believed to have been or which could be used for fraudulent purposes to Equifax for inclusion in Equifax's SAFESCAN System for as long as it continues to receive information from that system. Such data shall include but not limited to consumer names, aliases, Social Security numbers, addresses (current and former), employment (current and former) and telephone numbers (business and residential). The Subscriber may also include the addresses of known mail receiving services and prisons.

Subscriber agrees that an application alert message from Equifax's SAFESCAN System will not be a part of the decision-making process for granting credit or employment, and that such a message is merely an indication that the applicant information should be totally verified prior to a business decision, unless it is clear that the information supplied applies to the consumer who has made that

application for credit or employment. Subscriber understands that the information supplied by Equifax's SAFESCAN System may or may not apply to the consumer who has made the application to Subscriber for credit or employment.

This Agreement may be modified only by a written amendment duly executed by all parties.

IN WITNESS WHEREOF, CBP and Subscriber have caused this agreement to be executed by their duly authorized representatives as of the date first above written.

CREDIT BUREAU OF THE PACIFIC, INC.

By: _____
Its

_____
Subscriber Name

By: _____
Its

By: _____
Its

(revised 11/00)