

SERVICE AGREEMENT

In order to obtain CONFIDENTIAL credit information, (hereinafter referred to as "Property Manager") requests Bemrose Consulting, Inc. (hereinafter referred to as BEMROSE) for the use of its services under terms and conditions outlined below, and in consideration of the mutual benefits, Property Manager and BEMROSE enter into the following agreement:

A. Property Manager AGREES:

1. To comply with all provisions of the Fair Credit Reporting Act (15 USC 1681 et seq).
2. That the nature of its business is Rental Property Management.
3. To provide BEMROSE, without charge, such information as may be available regarding its credit or employment experience with consumers that may be requested by BEMROSE.
4. To request information only for Property Manager's exclusive use, and Property Manager 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 extension of credit, including but not limited to, the renting or leasing of real property by Property Manager 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 Property Manager agrees to identify to BEMROSE each request for a report to be used in such a manner at the time such report is requested, or; Reports on employees will be requested only by Property Manager'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. Property Manager certifies that when requesting information from BEMROSE, they have obtained signed authorization from the applicant to obtain their credit history, reference information, and a public record search for eviction filings and judgments.
6. To hold in strict confidence all information received from BEMROSE and not to disclose such information, under any circumstances, to the subject of the report, or any other party.
7. To pay BEMROSE upon receipt of statement for the services rendered during the previous 30 day period to the current rate schedule in effect. All payments shall be due thirty days after receipt of the invoice. Past due amounts shall accrue interest at a rate of 1.5 % per month. If collection efforts are required, Property Manager shall pay all costs of collection including attorneys' fees.
8. Property Manager agrees to provide BEMROSE with its rental criteria and such other rental profile data as may be mutually agreed upon.

B. BEMROSE AGREES:

1. To provide Property Manager client screening services on individuals seeking to rent property. BEMROSE 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 Property Manager earlier than 30 days after written notice thereof shall have been given by BEMROSE to Property Manager.
2. To make available other services as may be deemed by BEMROSE to be beneficial to Property Manager and which are complementary to the normal BEMROSE function.

C. IT IS MUTUALLY AGREED:

1. BEMROSE shall use good faith in attempting to obtain information from sources deemed reliable, but does not guarantee the accuracy of information reported, and in no event shall BEMROSE be held liable in any manner whatsoever for any loss or injury to Property Manager resulting from obtaining or furnishing of such information; BEMROSE shall have no obligation or liability to Property Manager for any delay or failure of BEMROSE in its performance under this agreement; and further that Property Manager agrees to hold BEMROSE harmless and indemnify it from any and all claims, losses, and damages arising out of alleged liability or failure of Property Manager to keep and perform any of its obligations described herein, and from any claims of third parties relating to services provided by BEMROSE to the Property Manager.
2. In performing services under this agreement, BEMROSE shall be deemed an independent contractor and shall not act as or be an agent or employee of Property Manager. As an independent contractor, BEMROSE will be solely responsible for determining the means and methods for performing the services described. BEMROSE shall observe and abide by all applicable laws and regulations, including, but not limited to those of Property Manager relative to conduct on its premises.
3. This contract may be terminated by mutual consent of both parties, or by either party upon 30 days notice in writing, delivered by certified mail or in person. Any sum due prior to termination will still be due and payable and is nonrefundable. It is further agreed, however, that with just cause, such as delinquency or violation of the terms of the contract or a legal requirement, BEMROSE may, upon its election, discontinue serving Property Manager and cancel this Agreement immediately.
4. The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assignees.
5. If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining term and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.
6. BEMROSE shall not assign or transfer any of its interest in this contract, without the prior written consent of the Property Manager.
7. The failure of either party to enforce any provision of this contract, shall not constitute a waiver by that party of that or any other provision.
8. Neither party shall be held responsible for delay or default caused by fire, riots, acts of God and war which is beyond their reasonable control. The defaulting party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under the contract.
9. Both parties agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

10. This contract shall be governed and construed in accordance with the laws of the State of Oregon. Any suit for enforcement shall be filed in the Circuit Court for Multnomah County, Oregon.
11. If any legal action is necessary to enforce the terms of this contract, the prevailing party shall be entitled to reasonable attorney's fees, at trial or at any appeal thereof, in addition to any other relief he may be entitled.
12. All notices, certificates, or communications shall be delivered or mailed postage prepaid to the parties at their respective places of business as identified in the signature block of this contract, unless otherwise designated in writing.
13. **MERGER: THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THE PARTIES, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE BELOW, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE AGREEMENT, AND THE PARTIES AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

Bemrose Consulting, Inc.
12655 SW Center St. Suite 540
Beaverton, OR 97005

Please print first and last name

Matt Bemrose (President) (Date)

Property Manager (Date)