



Mail to: Bluebird Auto Rental Systems
PO Box 164922
Miami, Fl. 33116-4922
Toll Free: (800) 304-5805
Fax: (305) 253-1440

Auto Rental Agency Agreement

[] Sole Ownership [] Partnership [] Corporation

Part A. General Information

Legal Business Name: DBA Name: (if applicable):

Physical Address: Mailing Address:

City: State: Zip:

Business Telephone: ext. Fax No.:

Federal Employer ID No.: Date & State of Incorporation:

Years Business Established: Dun & Bradstreet #: Website:

Primary Contact: Title: Email:

Compliance Contact: Phone: Email:

IT Contact: IT Email:

Accounting Contact: Accounting Email:

How did you hear about us? Website:

California Requester Code: California Agreement/Account Number:

(Only required for California Users)

(Only required for California Users)

Business References:

Table with 3 columns: Name, Contact, Phone Number

Part B. Licensing Information (List and attach copy with affidavit)

Certificate of Insurance Authority #: State: Expires:

Professional/Occupational License #: State: Expires:

Part C. Location of Records

(For departmental on-site inspection, audit and review purposes) [] Check here, if address is same as above

Street Address: City: State: Zip:

Part D. Ownership

List below individual, each partner, or each corporate officer participating in the direction, control or management of the business. Attach separate sheet if needed.

Table with 3 columns: Name (Last, First, MI), Title, Complete or last 4 digits of SS#

Enter information, select the print button from your browser and mail the printed copy of this form to the above address along with payment of \$75.00 to cover set up fee, or fax it along with the Credit Card or ACH form. Every time you request a driving record a debit will appear in your account statement. When we review your application, we will contact you to inform you of your account number either by E-Mail and/or by phone.

AFFIDAVIT OF INTENDED USE

(Complete one per company/organization)

To obtain Record(s), you must declare your intended use of the information therein. If you are acting as an agent or employee, you must identify the company or entity on whose behalf you are requesting the records.

INFORMATION MAY BE USED ONLY FOR THE FOLLOWING APPROVED PURPOSES:

_____ For use in connection with matters of motor vehicle or driver safety and theft; motor vehicle emissions; motor vehicle product alterations, recalls, or advisories; performance monitoring of motor vehicles, motor vehicle parts and dealers; motor vehicle market research activities, including survey research; and removal of non-owner records from the original owner records of motor vehicle manufacturers.

→ _____ For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only: • To verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and • If such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual; provided, however the legitimate business may only be an insured state-chartered or federally chartered credit union, an insured state or national bank, an insured state or federal savings and loan association, or an insured saving only.

_____ For use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating or underwriting.

_____ For use in providing notice to the owners of towed or impounded vehicles.

_____ For use by an employer or its agent or insurer to obtain or verify information relating to a party in interest who is a holder of a commercial driver's license.

_____ For use by any requestor, if the requestor demonstrates he or she has obtained the written consent of the party in interest.

_____ For any other use specifically authorized under the laws of the state that hold the Records, if such use is related to the operation of a motor vehicle or public safety.

Under penalty of perjury, I attest that I shall not obtain, resell, transfer, or use the information in any manner prohibited by law. I understand that motor vehicle or driver records that are obtained, resold, or transferred for purposes prohibited by law may subject me to civil penalties under federal and state law.

Company Name: _____

Customer Name: _____

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Phone: (____) ____ - _____

SERVICE AGREEMENT

THIS AGREEMENT is between SOFTECH INTERNATIONAL, INC. ("SOFTECH"), a Florida corporation with its principal place of business located at 13501 SW 128th Street, Ste. 111, Miami, Florida 33186 and _____ ("Customer") with its principal place of business located at _____ This Agreement is entered into on the _____ day of _____, 200__.

1. Services Rendered by SOFTECH

1.1 Upon request and relying upon Customer's representations that it has a legitimate purpose for information, SOFTECH will provide consumer reports to the Customer. SOFTECH will only furnish a report for a permissible purpose under the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq. ("FCRA") and no other purpose.

1.2 Periodically SOFTECH may provide to Customer copies of certifications, consumer consents, notices and summary of rights under the FCRA as well as other forms which SOFTECH finds helpful in meeting its obligations under the FCRA and other applicable laws on its website for downloading by Customer. However, it is the responsibility of the Customer to be knowledgeable about and to comply with the FCRA, the Driver Privacy Protection Act, 18 U.S.C. §2721 et seq. ("DPPA") and other applicable federal, state and local laws regulating the release and use of such consumer reports.

2. Customer responsibilities when ordering report

2.1 Customer represents that it is an existing business with the legitimate need for consumer reports offered by SOFTECH. Customer specifically represents that reports will only be obtained for its own use and it is the end user of the reports. Customer will request reports for one of the following purposes: insurance underwriting, employment purposes, granting credit, collection of an account, or in connection with a business transaction initiated by the individual who is the subject of the report.

2.2 The Customer represents that after taking adverse action based in whole or in part upon information contained in a report furnished by SOFTECH, the Customer shall:

- (i) provide notice of such action to the individual;
- (ii) provide the name, address and telephone number of SOFTECH; and
- (iii) inform the individual that he/she is entitled to a free copy of the report and a right to dispute the record through SOFTECH and that SOFTECH is unable to provide the individual the specific reasons why the adverse action was taken by you.

2.3 The Customer represents that, in addition to complying with the FCRA and similar state laws, in regard to all reports, it will follow the requirements of the DPPA and the various state laws implementing the DPPA in regard to motor vehicle reports.

3. Customer representations and responsibilities when ordering a report for employment purposes

- 3.1 Customer represents that prior to requesting a report for employment purposes, Customer will:
- (i) disclose to the individual who is the subject of the report that a consumer report may be obtained;
 - (ii) obtain, except as otherwise permitted by law, the written consent of the individual allowing the obtaining of the consumer report;
 - (iii) provide to the individual a summary of the individual's rights under the FCRA; and
 - (iv) not utilize any information in violation of any federal or state equal employment opportunity law or regulation.

3.2 Customer represents that prior to taking adverse employment action against the individual who is the subject of the report, when such action will be based in whole or in part upon the information contained in the report furnished by SOFTECH, the Customer will provide a copy of the report to the individual and a description, in writing, of the individual's rights under the FCRA. If adverse action is taken, Customer will also follow ¶2.2 of this Agreement.

4. Compliance with Applicable Law

4.1 The laws relating to the furnishing and use of information are subject to change. It is the responsibility of Customer to become knowledgeable in such laws and to comply with them. The failure to comply with the then current applicable law may result in a breach of this agreement, termination of service, civil and criminal liability. SOFTECH does not undertake any obligation to advise Customer of its legal obligations.

4.2 Customer agrees to promptly execute and return to SOFTECH all documentation required, now or in the future, by any government agency or SOFTECH to permit release of information or to ensure compliance with applicable laws or regulations including SOFTECH's routine and specific audit requests to verify that requests are being sought for permissible purposes. The failure to return such documentation will result in Customer being blocked from receiving the information related to the documentation, and, in some circumstances, all service may be terminated without additional notice.

5. Charges for Services

5.1 SOFTECH will charge a fee for each request made by Customer, in accordance with SOFTECH's fees schedule. SOFTECH reserves the right to change the fees charged upon thirty (30) days notice to Customer. Applicable sales or other taxes will be added to all fees.

5.2 SOFTECH will bill Customer monthly for any charges not prepaid. Payment on all invoices will be due three (3) days after billing. SOFTECH will add and collect a SERVICE CHARGE of 1.5% per month (or the maximum permitted by applicable law, if lower) on uncollected amounts due. Customer agrees to pay SOFTECH's reasonable attorney's fees and costs incurred in enforcing the terms of this Agreement and in the collection of amounts due under this Agreement.

6. Confidentiality of Information

6.1 Information provided by SOFTECH to its Customers is considered confidential by law. Upon its receipt, Customer shall treat the information as confidential. Such information shall be maintained in confidential files to which access is restricted. Only those who need such information to perform their responsibilities shall have access to the same. Customer shall supply to SOFTECH the name and phone number of the contact person or persons with whom SOFTECH may discuss the contents of reports furnished to Customer or to verify information furnished by Customer.

7. Responsibility for Information

7.1 Customer acknowledges that SOFTECH relies totally on the information contained in the records of various governmental agencies for its reports. SOFTECH is not responsible for inaccurate or false information. Customer agrees to assert no claim and waives liability against SOFTECH for any inaccurate or false information included in any report unless SOFTECH had actual knowledge of the error and failed to correct it.

7.2 Customer will pay for all liabilities and expenses incurred by SOFTECH as a result of Customer's breach of this Agreement or Customer's failure to comply with the FCRA or other applicable laws. Further, Customer agrees to hold SOFTECH harmless and will indemnify SOFTECH from all claims and losses resulting from Customer's breach of this Agreement or violation of any applicable law. SOFTECH agrees to hold Customer harmless for all claims and losses arising from SOFTECH's violation of any applicable law.

8. Misuse of Information

The FCRA prohibits the obtaining of information from a consumer reporting agency for an impermissible purpose, i.e. reasons other than those listed in paragraph 1.1 above. Further, those involved in such improper requesting may be subject to criminal penalties of imprisonment up to one year and/or a fine of \$5,000 for each offense. 15 U.S.C. § 1681q. Further, the DPPA prohibits obtaining information under false pretenses and restricts the resale or redisclosure of personal information contained in state motor vehicle records. A violation of the DPPA also may result in criminal penalties. 18 U.S.C. § 2733(a). If a Customer or one of its employees misrepresents to SOFTECH the reason for a report or requests a report for an impermissible purpose, SOFTECH may terminate service without notice in addition to other remedies available to SOFTECH.

9. Termination of Agreement

9.1 Customer may terminate this Agreement at any time upon written notice to SOFTECH. Customer will remain liable for all charges made to its account prior to termination and will promptly pay all sums due.

9.2 SOFTECH may immediately terminate this Agreement upon the occurrence of the following events:

- (i) Default in payment of charges for SOFTECH services;
- (ii) Misuse of information contained in a SOFTECH report;
- (iii) Improper requests for information;

(iv) Failure of Customer to comply with or assist SOFTECH in complying with the FCRA or any other applicable law;

(v) A material breach of this Agreement or violation of any law or regulation governing the request, use or release of the information in the reports by Customer.

(vi) Unauthorized release of information in a consumer report to a third party or the reselling of any report.

9.3 Otherwise, SOFTECH may terminate this Agreement by thirty (30) days written notice by SOFTECH to Customer.

10. Ownership of Computer Programs

This Agreement does not include the sale or license of any computer program used in SOFTECH's providing services under this Agreement. Further, it is understood that such programs are not to be sold, transferred, assigned, given, downloaded or lent to any other person or entity.

11. Change in Customer's Business

Customer shall immediately notify SOFTECH of any of the following events: change in ownership of the Customer (over 50%); a merger, change in name or change in the nature of Customer's business that in any way affects Customer's right to request and receive consumer reports.

12. Miscellaneous Provisions

12.1 This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements, negotiations and representations. This Agreement may only be modified in writing signed by both parties; however, subsequent representations by Customer to show compliance with existing or future laws are effective when signed by Customer with addition in Agreement and are to be construed to be part of this Agreement.

12.2 All communications and notices to be given under this Agreement will be made to the addresses and telephone numbers set forth herein. Each party will notify the other promptly of any change of address or telephone number.

12.3 This Agreement is intended to be subject to, and in compliance with, all applicable state and federal statutes and regulations. Insofar as this Agreement or any provision may subsequently be determined to be at variance or not in compliance with any such statute or regulation, it will be considered to be amended or modified to the extent necessary to make it comply, and SOFTECH and Customer hereby consent and agree to any such amendment or modification. Further, the invalidity of any one provision shall not affect the validity of the other provisions.

12.4 This Agreement is deemed to have become effective and to have been entered into upon its acceptance in the State of Florida by SOFTECH. Therefore, this Agreement will be interpreted and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized representatives.

CUSTOMER: _____

SOFTECH INTERNATIONAL, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Bluebird Auto Rental Systems
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Prepaid Billing Agreement

Company Name: _____ Account Number: _____
Address: _____ City: _____ State: _____ Zip: _____
Business Telephone: _____

Please select billing method below:

ACH Billing

Owner/Principal's Name: _____ Bank Name: _____
ABA/Routing number (9 numbers): _____ Checking Account Number: _____
Enter initial deposit amount (required for new accounts): _____
(minimum \$50)

Authorization: I, authorize Softech International Inc, to draft this checking account for payment of search(s). If I choose, I may pay Softech International with check or money order. All prices are in U.S. funds. I acknowledge that I will be held liable for any charges incurred due to lack of funds or any returned items from my financial institution. I am aware that there will be a transaction fee of \$3.00 for every ACH transaction less than \$250. Furthermore, I hereby release Softech International Inc. of any errors, omissions or liabilities that may arise due to the process of an ACH transaction.

A voided check must be submitted along with this form.

Signature of Corporate Officer Title Date

Print Name

Credit Card Billing

Owner/Principal's Name: _____ Name on Credit Card: _____
Credit Card No.: _____ Expiration: _____ Billing Zip code: _____
Enter initial deposit amount (required for new accounts): _____
(minimum \$50)

Authorization: I, the undersigned cardholder, authorize Softech International Inc, to use this credit card for payment of search(s). If I choose, I may pay Softech International with check or money order. All prices are in U.S. funds. Furthermore, I hereby release Softech International Inc. of any errors, omissions or liabilities that may arise due to the process of a Credit Card transaction.

Signature of Corporate Officer Title Date

Print Name