

NationSearch.com LLC Agreement for Services

This agreement is entered into this ____ day of _____, 20__ by and between Nationsearch.com LLC, a Colorado limited liability company (hereinafter referred to as “NationSearch”), and _____ (hereinafter referred to as “the Client”).

RECITALS

- A. NationSearch is a “consumer reporting agency” (“CRA”) as that term is defined in the Fair Credit Reporting Act (“FCRA”).
- B. Client, as listed above wishes to retain NationSearch to provide employment background screening as described throughout this Agreement (the “Services”); THEREFORE, Client retains NationSearch to provide the Services, and NationSearch agrees to render the Services for Client, subject to the terms and conditions of this Agreement.

By clicking this electronic agreement or by signing this agreement, the Client agrees to accept the terms of this agreement. The Client hereby authorizes NationSearch to conduct employment screening services (“services”) on the Client’s behalf. The Client agrees that all consumer information (“information”) will be submitted to NationSearch and received by the Client pursuant to the following terms and conditions. The Client agrees to pay NationSearch for services provided under this agreement in accordance with its prevailing charges or with those charges stated in a separate service proposal provided directly to the Client.

For good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

- 1) Compliance with Law. The Client agrees to comply with all the provisions of Public Law 91-508 (Fair Credit Reporting Act, hereinafter “FCRA”) and all other applicable statutes, both state and federal, with respect to the request for and use of all information hereunder.
- 2) Exclusive Use. The Client agrees that information will be requested only for the Client’s exclusive use. Neither the Client, nor its authorized representatives, will request consumer information or credit reports for any other use than that authorized by law and necessary for those purposes further described below.
- 3) Safeguarding of Information. The Client agrees to make every reasonable effort to safeguard and secure all information provided by NationSearch, as well as all supporting documentation; to hold all consumer information in strict confidence, except to the extent permitted by law; to ensure that information to be produced hereunder will only be requested by the Client’s designated representatives, and will forbid its employees from attempting to obtain reports on themselves, people with whom they associate, or any other person, except in the exercise of official duties.

- 4) Permissible Purposes. The Client agrees that each time a request for information or a credit report is provided to NationSearch it shall be for Permissible Purposes. As applicable, the Client will comply with §604 of the FCRA and insure that (1) the consumer has been given a clear and conspicuous written notice in advance (in a document that consists solely of the disclosure) that a consumer report may be required for employment purposes; (2) the consumer has authorized the Client in writing to procure the report; (3) the information in the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation; (4) before taking adverse action, in whole or in part based on the report, the Client will provide the consumer a copy of the report and a description of the consumer's rights under the FCRA. As used herein, Permissible Purposes shall include: (a) hiring of employees; (b) retention of employees; and (c) promotion of employees. If reports are used for employment or pre-employment decisions, the Client will make a clear and conspicuous disclosure to the applicant or employee in writing and in a separate document that a consumer report may be obtained for employment purposes.
- 5) Proper Authorization. The Client agrees to obtain the proper written authorization from the applicant or potential employee for each consumer report and investigative consumer report prior to requesting any report. The Client agrees to retain appropriate releases for a term of five (5) years, and to be able to produce appropriate releases within forty-eight (48) business hours to NationSearch when requested in writing by NationSearch.
- 6) Pertinent Information. The Client agrees to furnish NationSearch with pertinent information on applicants, in writing or verbally, to enable NationSearch to perform the request background checks for employment, retention, or promotion purposes.
- 7) Accurate Information. The Client agrees to provide prompt, accurate, and complete information at the time of transmission and to comply with §623 of the FCRA in relation thereto.

- 8) Indemnity and Held Harmless. The Client acknowledges that information in reports provided by NationSearch is obtained from and processed by fallible sources (human and otherwise). Neither NationSearch nor its officers, employees, agents, or independent contractors insure or guarantee the accuracy of the information obtained. The Client will indemnify and hold harmless NationSearch and its affiliated companies, and the officers, agents, employees, and independent contractors of NationSearch and its affiliates for any expense or damages resulting from the publishing of such information by the Client, or employees or agents of the Client, including but not limited to any attorneys' fees and costs incurred by NationSearch in conjunction with such publication.
- 9) Familiarity with FCRA. The Client agrees to become familiar with, and maintain on file, up-to-date copies of the FCRA. The Client acknowledges that a copy of the entire text of the FCRA has been made available to it via the Federal Trade Commission web address, <http://www.consumer.ftc.gov/articles/pdf-0096-fair-credit-reporting-act.pdf>, and that its obligation as a user of Screening Reports under the FCRA and any applicable state laws are fully understood.
- 10) Corporate Authority. NationSearch warrants and represents that it is a Colorado Limited Liability Company, organized and authorized to do business in the State of Colorado and is fully in compliance with all applicable federal, state, and local laws and regulations.
- 11) Scope of Background Checks. NationSearch agrees to perform the requested background checks for employment, retention, or promotion purposes upon being furnished, in writing, by the Client's designated representative(s), all pertinent applicant information. NationSearch will promptly report the findings of its investigations to the Client and will otherwise comply with the requirements of the FCRA. NationSearch will identify the subject of the report for information by names, last four digits of the social security number, and date of birth (month and day). Reports will not include the full social security number or year of birth.

- 12) Reasonable Procedures. NationSearch agrees to follow reasonable quality assurance procedures to assure maximum possible accuracy of the information reported, and will re-verify at no cost any disputed report when either the Client or the subject makes a request in accordance with applicable law. NationSearch's response shall be made in writing and delivered within thirty (30) days of request, and it will provide all information to the consumer as required by the FCRA.
- 13) Electronic Formatting of Consumer Information. Upon the termination of services hereunder, and conditional upon the Client being current on the payment of all charges and fees, the Client shall have the option to request that all consumer information generated hereunder by NationSearch be provided to them in a format to be mutually determined by NationSearch and the Client. The Client shall pay the reasonable costs and expenses incurred by NationSearch in responding to this request prior to receipt of the formatted consumer information, the costs and expenses of which shall be based on the value of the labor expended and any other costs associated with the preparation of the formatted information.
- 14) Payment Rate and Terms. The Client shall pay NationSearch for the services at the rate set forth in this Agreement, or in a separate service proposal to the Client; however, NationSearch may increase prices at any time upon a written notification to the Client at least (30) days prior to rate change. The Client will be advised of access fees to be assessed in addition to the rates set forth in this Agreement or service proposal which will be the Client's responsibility to pay. The Client agrees to render payment of services provided hereunder according to the NationSearch rate schedule due upon receipt of service and invoice, and at two (2) percent per month finance charge for payments made fifteen (15) days after the date of invoice receipt.

- 15) Termination of Services. Services performed under this Agreement shall continue in effect until terminated as set forth herein. Either party may terminate this Agreement at any time on thirty (30) days prior written notice. If NationSearch determines in its reasonable discretion that the Client has failed to comply with any terms set forth in this Agreement, it may immediately cease performance of service hereunder, and the Client shall immediately pay to NationSearch promptly upon invoice all fees and charges accrued. Upon termination of this Agreement, all rights granted to the Client hereunder will become null and void, all material provided by either party will be returned promptly and NationSearch shall have no further duties or responsibilities to the Client with respect to the services. If the Client is delinquent in the payment of the monthly charges, NationSearch may also, at its election, discontinue providing service to the Client and terminate the Agreement, upon notice to the Client.
- 16) Governing Law, Consent to Personal Jurisdiction. The Client and NationSearch hereby expressly consent to the personal jurisdiction of the state and federal courts located in Colorado for any lawsuit filed by either of them arising from or related to this Agreement.
- 17) Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 18) Successors and Assigns. This Agreement will be binding upon the Client's heirs, executors, administrators, and other legal representatives, and will be for the benefit of NationSearch, its successors, and its assigns. The Client agrees that the benefits and obligations under this Agreement may be assigned by NationSearch to any successor in interest or other assignee.
- 19) Waiver. No Waiver by NationSearch of any breach of this Agreement shall be a waiver of any preceding or succeeding breach, and no waiver by NationSearch of any right under this Agreement shall be construed as a waiver of any other right. NationSearch shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

20) Integration Clause. This Agreement, and any separate service proposals referenced herein, constitute the complete agreement between NationSearch and the Client relating to the subject matter of the Agreement, and contain all of the promises and undertakings of the parties. Any and all prior agreements, representations, negotiations, and undertakings between them, including, but not limited to, any agreements, oral or written, express or implied, with respect to the subject matter hereof, are hereby superseded and merged herein. This Agreement may not be revised or modified without the mutual written consent of NationSearch and the Client.

21) Attorney's Fees. If either party substantially prevails in any type of legal action or process, including arbitration, to enforce its rights under this Agreement, it shall be entitled to collect from the other party its reasonable attorneys' fees and expenses, including the fees and expenses incurred in the collection of any judgment or for any appeals.

Consent to Electronic Communications

To maximize efficiency, NationSearch uses electronic communication (e-mail, document transfer by computer, cellular telephones, and facsimile transfers) to the fullest extent possible. Using such technology may place the Client's confidential information at risk. NationSearch believes the effectiveness of using these communication methods outweighs the risk of accidental disclosure. By signing this Agreement, the Client consents to NationSearch's use of these communications practices and holds NationSearch harmless from any liability concerning its use.

CLIENT'S COMPLIANCE WITH OTHER LEGAL REQUIREMENTS

MOTOR VEHICLE RECORDS INFORMATION OBLIGATIONS: If motor vehicle records ("MVR") are requested to be included in the Background Report concerning any applicant or employee, the Client agrees that it:

1. Will comply with all requirements contained in Section 3 of this Agreement.
2. Will only use the MVR only in the ordinary course of business to obtain lawful information relating to the holder of a commercial driver's license or to verify information provided by an applicant or employee.

3. Is qualified to do business and validly holds all licenses required to operate in all states where it conducts business and has employees.
4. Will comply with any applicable provisions of the Drivers' Privacy Protection Act ("DPPA"), 18 U.S.C. §2721 et seq.
5. Will comply with all applicable federal and state laws related to the procurement and use of MVRs.
6. Will not order MVRs without obtaining the applicant's or employee's written consent to obtain "driving records" and will deliver all forms requested by NationSearch in connection with the procurement and delivery of any MVR.
7. Will not use the MVR to build its database, copy or otherwise reproduce the MVR except in connection with the review of the applicant for employment purposes as defined by the FCRA, and will not transmit any data contained in the resulting MVR via the public internet, electronic mail, or any other unsecured means.

RESTRICTIONS ON REQUESTS FOR CREDIT INFORMATION

1. Several jurisdictions restrict the use of credit checks for employment purposes. The client shall not request that NationSearch procure credit information on any applicant or employee unless and until the Client has obtained independent legal advice that the request is permitted under applicable law. The client represents that if it orders credit reports, the Client will have a policy and procedures in place to investigate any discrepancy in a consumer's address when notified by the credit bureau that the consumer's address, as submitted by the Client, substantially varies from the address the credit bureau has on file for that consumer.
2. Clients seeking credit information certify to NationSearch that they have provided all disclosures required by applicable federal, state, or local laws, regulations, and ordinances to the consumer in connection with such requests and must abide the credentialing procedure, that is completed prior to client receiving credit reports. Client acknowledges and agrees to notify its employees that the Client can access credit information only for the permissible purposes listed in the FCRA.

3. Client understands that the credit bureaus require specific written approval from NationSearch before any of the following persons, entities and/or businesses may obtain credit reports: private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media, resellers, financial counseling firms, credit repair clinics, pawn shops (except companies that do only Title pawn), check-cashing companies (except companies that do only loans, no check-cashing), genealogical or heir research firms, dating services, massage or tattoo services, businesses that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with timeshares, subscriptions companies, individuals involved in spiritual counseling or persons or entities that are not a Client or decision-maker.

COMPLIANCE WITH BAN THE BOX

Several states, counties, and cities have enacted “Ban the Box” (Fair Chance) laws prohibiting employers from inquiring about past criminal history convictions on employment applications. The client acknowledges it will not request an Employment Background Report from NationSearch until a conditional offer of employment has been provided to an applicant.

Client Acceptance Signature Page

Client Full Name Legal Name: _____

Authorized Agent Name: _____

Authorized Agents Signature: _____

Date Signed: _____

NationSearch Representative

Client Full Name Legal Name: _____

Authorized Agent Name: _____

Authorized Agents Signature: _____

Date Signed: _____