

## EMPLOYERS REFERENCE SOURCE

### SERVICE AGREEMENT

Corporate Name \_\_\_\_\_

Physical Address \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Contact Name \_\_\_\_\_ Title \_\_\_\_\_

For what specific purpose do you intend to request information?

Employment\_\_\_ Credit Granting\_\_\_ Other\_\_\_ (please explain)

The undersigned Client does desire to use the services of Employers Reference Source. The client hereby certifies that the information ordered from and submitted to Employers Reference Source will be requested under the following conditions:

1. Employers Reference Source agrees to:

- (a) Comply with all applicable laws to making reports for employment purposes.
- (b) Follow reasonable procedures to assure maximum possible accuracy of information reported subject to paragraph 2-d below, and to re-verify if requested by Client with no additional charge if original information was inaccurate.
- (c) With the exception of claims or suits arising out of the accuracy or completeness of the information reported, to defend Client from and against any claim or litigation to any property or for the death or bodily injury to any person or persons caused by, or arising from the acts or omissions of Employers Reference Source, its officers, employees, or agents during the course of providing service under said agreement to Client. Client shall notify Employers Reference Source immediately of any claim or suit and shall reasonably cooperate at its own expense.

2. **Client agrees to:**

- (a) To keep all records, whether oral or written strictly confidential and except as required by law or company policy, reveal no information from reports to the person reported or to any other persons except a person whose official duty requires him to participate in the decision for the transaction for which the report was ordered.
- (b) To request no information for use other than for employment purposes and to obtain a proper release statement from each applicant.
- (c) To hold Employers Reference Source, its officers, agents, employees and contractors harmless on account of any expense or damage resulting from the publishing by Client of report information contrary to the above conditions.
- (d) To recognize that the information in reports is secured from and processed by fallible sources (human and otherwise) and that for the fee charged, Employers Reference Source cannot be an insurer or guarantor of the accuracy of the information reported, but that Employers Reference Source will provide the maximum degree of accuracy of information possible under the circumstances, and releases Employers References Sources and its agents, officers, employees and contractors from liability for any negligence, but not for willful misconduct in connection with the preparation of reports and from any loss or expense suffered by Client resulting directly or indirectly from reports by Employers Reference Source.
- (e) To order consumer reports, as defined by the Fair Credit Reporting Act, only when intended to be used for employment eligibility.
- (f) That Employers Reference Source is not rendering a decision of whether to employ the applicant or not. That decision is solely based on the Clients own criteria.

Employers Reference Source has provided Client with a schedule of the Charges for its reports and services. Employers Reference Source will give reasonable prior notice (not less than five calendar days) of any change in the Schedule of Charges. Client does acknowledge that Employers Reference Source will normally bill monthly for the services rendered and the payment terms are Net due within 30 days of billing date. Client does agree to pay invoices when due and Client also agrees to pay reasonable attorney's and court costs in the event that invoices are not paid. No other understanding, oral or otherwise, regarding the subject matter of this agreement shall be considered to exist or to bind any of the parties unless otherwise stated in this agreement.

### **The Handling and Usage of Credit Reports**

Employers Reference Source can not sell your company credit reports unless policies and procedures that address the use of credit in the employment have been established. Yes\_\_\_ we have established an objective and standardized approach to using credit information.

All employees who will request credit reports are properly informed of credit request regulations. Yes\_\_\_\_\_

A signed release will be obtained from any individual that a credit history or National Social Security Search (NSSS) is requested upon. Yes\_\_\_

Employers Reference Source credit reports can only be used for employment purposes. Our agreement with the major credit bureaus prohibit Employers Reference Source from selling credit reports to any entity that does not identify the end user. Attorneys, bailbond companies, skip tracers, private investigators, investigative agencies and/or divisions of a company that have a different name or satellite company must be identified before Employers Reference Source can provide a credit report.

Your signature certifies that you agree and will follow the above regulations. Employers Reference Source has permission to check your company's credit or check the credit information of the Principals and to inspect your business premises to determine the exact nature of your business.

\_\_\_\_\_  
Company Name

Employers Reference Source

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Employers Reference Source Representative

\_\_\_\_\_  
Name Above Printed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date