

Advanced Reporting

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Professional Background Screening Services

BACKGROUND SCREENING AGREEMENT

Date: _____

Agency: Advanced Reporting
451 Division St. NE
PO Box 12398
Salem, OR 97309

Subscriber Name: _____
Address: _____
Phone: _____
Fax: _____

This Agreement is between Advanced Reporting (“Agency”), an Oregon corporation, and the subscriber identified above (“Subscriber”). Subscriber understands that Agency specializes in consumer information and is regulated by laws that both Agency and Subscriber must comply with.

1. Services Provided; Price. Agency will provide credit bureau criminal history reference check services as specified on the Service and Price List attached to this Agreement as Exhibit A. Consumer information provided by Agency is a “consumer report” as defined by the Fair Credit Reporting Act. Subscriber will pay Agency the prices specified on the Service and Price List. Agency will provide Subscriber with a monthly statement showing all services provided and the balance due. Amounts not paid within 30 days after the statement date will bear interest at the rate of 9%.

2. Use of Information.

- a. Subscriber certifies that consumer information will be ordered only for use as a factor in evaluating the subject in connection with a business transaction or employment, promotion, reassignment, or retention as an employee. Subscriber shall request information only for Subscriber’s exclusive use. Subscriber shall hold all consumer information in strict confidence, except to the extent that disclosure to others is required or permitted by law. Subscriber shall designate employees or representatives who are authorized to request reports from Agency and shall maintain access security procedures to ensure that only authorized users request reports. Agency may refuse to provide reports requested by someone who is not authorized. Subscriber will not disclose consumer credit information to the subject of the information except where permitted by law. Subscriber also agrees not to disclose the information in whole or in part to any third party, in compliance with the provisions of the Fair Credit Reporting Act, 15 U.S.C. 1681 et seq.
- b. Subscriber certifies that Subscriber has clearly and conspicuously disclosed in writing, to each individual checked by Advanced Reporting that an investigative and/or consumer reporting may be obtained for business or employment purposes on that individual, and that the individual has authorized the procurement of an investigative and/or consumer report in writing. Subscriber further certifies that information contained in the investigative and/or consumer report will not be used in violation of any state or federal equal employment opportunity laws and expressly agrees that when Subscriber requests and receives a Consumer Report from Advanced Reporting, the contents of that report will not be shared with anyone other than the subject of said report. Subscriber certifies that Subscriber will not base any adverse action in whole or in part on the information contained in the investigative and/or consumer report before providing the individual a copy of the report, and summary of the individual’s rights under the Fair Credit Reporting Act. By submitting a request for Advanced Reporting to perform a background check on an individual, Subscriber certifies that it has complied and will comply with the Fair Credit Reporting Act’s requirements.

c. Subscriber certifies that it is engaged in the business of: _____

d. Subscriber certifies that the consumer information will be used only for the following specific purpose(s):

3. Pre-Request Consumer Notification. Subscriber warrants that with respect to each request for information about an individual in connection with a legitimate business need or for a current or prospective employee, Subscriber has obtained the individual's written authorization to request a consumer report.

4. Indemnification. Subscriber agrees to indemnify, defend and hold Agency and all its agents harmless on account of any expense or damage resulting from the publishing or any other disclosure contrary to the requirements of the Fair Credit Reporting Act or resulting from the breach of any of the warranties or representations made by Subscriber as part of this Agreement.

5. Release. Subscriber recognizes that information is secured by and through fallible human sources and that Agency does not insure the accuracy of the information. Subscriber releases Agency and its agents, employees, and independent contractors from any liability (including for any negligence) in connection with the preparation of such reports and from any loss or expense suffered by Subscriber resulting directly or indirectly from using Agency's reports.

6. Reports Obtained Under False Pretenses. Subscriber recognizes and understands that the Fair Credit Reporting Act provides that anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency (such as Agency) under false pretenses shall be fined not more than \$5,000.00 or imprisoned not more than one year, or both. Subscriber agrees that it has or will adopt policies and procedures to ensure that its employees and agents do not request any consumer report from Agency except for the purposes and under the conditions outlined in this Agreement. Subscriber shall forbid its employees from obtaining reports on themselves, associates or any other persons except in the exercise of their official duties.

7. Termination. Either party may terminate this Agreement by providing the other with written notice at the address specified above or such other address as the parties may designate. Subscriber's obligations, warranties and representations in effect at the time of termination will remain in full force and effect, including the obligation to defend, indemnify and hold Agency harmless and keep confidential the information received by Subscriber.

8. Records Retention and Auditing. Subscriber agrees maintain on file for a period of 7 years (84) months, a signed form authorizing the procurement of an investigative and/or consumer report on each report obtained using our services. Upon request of Agency, Subscriber shall provide Agency with a copy of the signed statement of Permissible Purpose within three (3) business days of the request. Agency and its Authorized agents shall be permitted to enter the Subscribers premises to inspect any records or files related to the Subscriber's use of Agency's services at any time during business hours.

9. Entire Agreement; Governing Law. This Agreement constitutes the entire agreement, understandings, and conditions of reporting between Agency and Subscriber, and supersedes any previous agreements or understandings between the parties. This Agreement can only be amended by a writing signed by both parties. This Agreement shall be governed by and interpreted in accordance with the law of Oregon.

SUBSCRIBER:

AGENCY:

ADVANCED REPORTING

By: _____

By: _____

Title: _____

Title: _____