



BRADLEY SCREENING

www.bradleyscreening.com

5283 Vaughn Road
Montgomery, AL 36116

FOR EMPLOYMENT SCREENING SERVICES – RESEARCH

This Service Agreement for Employment Screening Services - Research ("Agreement") is made by and between BRADLEY SCREENING LLC, ("Bradley"), a business at 5283 VAUGHN RD MONTGOMERY, AL 36116 334-272-3539 _____, ("Client") located at _____, subject to the following terms and conditions:

1. **SERVICES PROVIDED:** Researcher agrees to furnish to Client investigative reports and other background information ("consumer report") on job applicants/employees, as requested by the Client. Client certifies that the primary use of this employment screening service is to obtain investigative reports in connection with the evaluation of individuals, for employment, promotion, reassignment or retention as an employee. Clients shall request investigative reports from time to time, pursuant to procedures prescribed, for reasons listed above and no other purpose. The investigative reports include public and non-public reports provided by government and private entities.

Researcher will provide Client with sample letters, pro forma documents and consent forms to assist Client in complying with its obligations under the Fair Credit Reporting Act (FCRA), as well as those applicable state laws known to Researcher or that Researcher becomes aware of in the ordinary course of business or by notice from the Client. Researcher does not warrant the accuracy or completeness of these documents and the Client is encouraged to have them reviewed by its counsel before proceeding to use them.

2. **DISCLAIMER OF WARRANTY/LIMITATION OF LIABILITY:** The consumer report obtained by Researcher is derived from databases and records that have been created and maintained by various government agencies, private companies, and other contributors that are not under the control of Researcher. Responsibility for the accuracy of the information contained in the consumer report and these databases and records rests solely in the contributor. The Client waives any and all claim or claims against Researcher arising out of or related to the accuracy of the consumer report, databases and records.

3. **USE OF BRADLEY SCREENING™ SOFTWARE:** BRADLEY SCREENING™ software users agree to terms and conditions of Addendum A.

4. **CLIENT'S ACKNOWLEDGMENT OF COMPLIANCE WITH THE FAIR CREDIT REPORTING ACT:** Client certifies that it is properly licensed for business and is the End User. Client acknowledges that the consumer reports are furnished in strict confidence for the exclusive use by the Client only for the purposes of direct employment, work to be performed under contract, volunteer work or position,

promotion and/or reassignment. No other permitted uses are implied or intended and the consumer reports shall not be reproduced or resold in whole or part in any manner whatsoever.

The Fair Credit Reporting Act (FCRA) governs the activities of consumer reporting agencies, as well as the users of the information procured from these agencies. A consumer report contains information on a job applicant/employee's character, reputation, and other personal data; therefore, use of such information is strictly regulated by the FCRA. Among other things, the FCRA prohibits employers from obtaining consumer reports unless the employer discloses to the applicant, in writing, that such a report may be acquired, and obtains the written authorization of the applicant/employee to inquire into this background information. The FCRA also requires employers to take additional steps when they make an employment decision based in whole or part on the background information. These steps are intended to give the applicant the opportunity to dispute any information contained in the background or consumer report. Unless requested by a client or by government regulation, Researcher will provide the criminal records for a minimum of seven years. Researcher urges all employers to review the restrictions and requirements of the FCRA.

The Act's citation is Public Law 91-508, Title 15, U.S.C. Sections 1681, et seq. Please note, particularly, the Permissible Purposes of Reports, as well as requirements on Users of Consumer Reports and Obtaining Information under False Pretenses.

A. Permissible Purposes: By signing this document, Client certifies that it is requesting BRADLEY SCREENING to provide screening services only for the purposes Indicated below and for no other purposes. Please check the permissible purpose(s) for which this data will be used:

Employment Screening _____ Tenant Screening _____ Business Need _____

B. Applicant's Authorization Obtained: By signing this document, Client certifies that prior to requesting BRADLEY SCREENING to provide screening services for employment purposes on an applicant/employee, it has provided the applicant/employee with a clear and conspicuous written disclosure, in a document consisting solely of the disclosure, that a consumer report is being requested for employment purposes, and it has obtained the written authorization from the applicant/employer to obtain a consumer report for employment purposes.

C. Pre-Adverse Action: By signing this document, Client certifies that before taking adverse action (e.g., refusing to hire or promote an applicant/employee), based in whole or part on information contained in the consumer report, it will first:

- I. Provide the applicant/employee with a copy of the consumer report;
- II. Provide the applicant/employee with a copy of "A Summary of Your Rights under the Fair Credit Reporting Act", in the format approved by the Federal Trade Commission (FTC)
A copy of this notice may be obtained from the FTC website at www.ftc.gov/credit or from BRADLEY SCREENING, LLC and
- III. Provide the applicant with ample time to dispute any information contained in the consumer report.

D. Adverse Action: By signing this document, Client certifies that after providing the applicant/employee with the Pre-Adverse Action information contained above, and after it has given the applicant/employee "ample time" to dispute the information, the Client will send the applicant a follow-up notification that the Client is taking adverse action (e.g., refusing to hire or promote an applicant/employee) based on the information contained in the consumer report.

E. Client certifies that it will comply with all applicable state laws concerning consumer reports. If Client is a California, Minnesota or Oklahoma-based employer, Client certifies that it will also provide applicants copies of their report in compliance with CA Codes 1785.20.5, 1786.16(a)(5)(b)(1), & 1786.22; MN Code 13C Subdivision 2; OK Code 24 O.S. §148.

F. Confidentiality and Use of Information: By signing this document, Client certifies that it acknowledges the sensitivity and confidentiality of the information contained in the consumer report and Client agrees that information obtained from a consumer report will not be used in violation of any applicable state or federal equal employment opportunity laws. BRADLEY SCREENING suggests a minimum of a six (6) year record retention policy for Clients for any record arising out of or relating to a consumer report provided by BRADLEY SCREENING, including without limitation the applicant's resume, the applicant's employment application, any background check form completed by the applicant, the background check disclosure form, the background check authorization form, the completed background check, any communication relating to the background check and hiring decision, any adverse action notices provided to the applicant, and communication relating to any applicant dispute of information contained in the background check. This suggested record retention policy would be applicable regardless of whether the record retained is a paper or electronic record.

G. Indemnification/Hold Harmless: By signing this document, Client acknowledges that it has read and understands the requirements of the Fair Credit Reporting Act, Client agrees that it will comply with all such requirements, and Client agrees that it shall defend, indemnify and hold BRADLEY SCREENING, its directors, officers, employees, agents, vendors, successors and assigns, harmless from any and all claims, liability, costs or damages whatsoever arising out of or related to Client's failure to comply with the requirements of the FCRA. Client further agrees that it shall defend, indemnify and hold BRADLEY SCREENING, its directors, officers, employees, agents, vendors, researchers and researchers' affiliates, successors and assigns, harmless from any and all claims, liability or damages whatsoever arising out of or related to the accuracy or use of the services or data provided under this Agreement.

5. PAYMENT REQUIREMENTS/COLLECTION: Client agrees to pay Bradley Screening the applicable charges for the various services rendered to Client. NET:15 Client agrees to pay Bradley Screening the applicable Charges for the various services rendered to Client. Client agrees to pay all applicable charges within fifteen (15) days of date of invoice. All monetary obligations to BRADLEY SCREENING for services rendered which are past due fifteen days or more may, at the election of BRADLEY SCREENING, the client shall be liable to BRADLEY SCREENING for all costs and reasonable attorneys' fees incurred by BRADLEY SCREENING in collection of such obligations. BRADLEY SCREENING has the right to change the payment period according to the client's credit rating (score). Financial status or account payment record

6. ARBITRATION: Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Montgomery AL in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction there of American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof

7. ATTORNEYS FEES AND COSTS: In the event a dispute arises with respect to this Agreement, the party prevailing in such dispute shall be entitled to recover all expenses, including, without limitation, reasonable attorneys' fees and expenses incurred in ascertaining such party's rights, and in preparing to enforce, or in enforcing such party's rights under this Agreement, whether or not it was necessary for such party to institute suit or submit the dispute to arbitration

8. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth OF ALABAMA.

9. WAIVER: The failure of either party to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement will not be construed as a waiver of a subsequent breach of the same or any other covenant, term or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Agreement be deemed a waiver by either party of its remedies or rights with respect to such a breach.

10. SUCCESSORS: This Agreement shall inure to the benefit of and bind the heirs, personal representatives, successors, and assigns of the parties.

11. CANCELLATION: Client can cancel the account with BRADLEY SCREENING Inc. by sending notification in writing two weeks in advance. However, Client is obligated and must adhere to the FCRA despite cancellation. Researcher recommends that all Disclosure and Release forms be kept on file in a secure location for a period of at least six (6) years

The Client hereby has read and agreed to the terms and conditions of this agreement

Company Name

Bradley Screening Representative- Printed Name and Title

Street Address

Bradley Screening- Signature

Date

City, State, Zip Code

Telephone Number

Fax Number

email address

Client Representative- Printed Name and Title

Client Representative- Signature

Date



Company Name

Please provide names of all employees who should have access to the BRADLEY SCREENING, LLC account. A unique User ID and Password will be issued for each individual. ***There is no additional charge for adding this important security measure to your account.***

(2) All other USE

RS will be designated as **STANDARD USERS** who can enter and review order information, but **CANNOT** add or delete users, make changes to report packages, or scope of orders.

Please note: You are required to notify us immediately if there is a change in status to any of the USER's listed below.			
Full Name	Email Address	Phone	Administrative User?
			<input type="checkbox"/> Yes <input type="checkbox"/> No
Full Name	Email Address	Phone	Administrative User?
			<input type="checkbox"/> Yes <input type="checkbox"/> No
Full Name	Email Address	Phone	Administrative User?
			<input type="checkbox"/> Yes <input type="checkbox"/> No
Full Name	Email Address	Phone	Administrative User?
			<input type="checkbox"/> Yes <input type="checkbox"/> No
Full Name	Email Address	Phone	Administrative User?
			<input type="checkbox"/> Yes <input type="checkbox"/> No
Full Name	Email Address	Phone	Administrative User?
			<input type="checkbox"/> Yes <input type="checkbox"/> No
Full Name	Email Address	Phone	Administrative User?
			<input type="checkbox"/> Yes <input type="checkbox"/> No
Full Name	Email Address	Phone	Administrative User?
			<input type="checkbox"/> Yes <input type="checkbox"/> No
Full Name	Email Address	Phone	Administrative User?
			<input type="checkbox"/> Yes <input type="checkbox"/> No
Full Name	Email Address	Phone	Administrative User?
			<input type="checkbox"/> Yes <input type="checkbox"/> No

ADDENDUM A

EZyCHECK™ Software Users Agreement

The undersigned Client and Distributor hereby make the following agreement:

1. Recitals

Epic Concepts, LLC, ("Epic Concepts") is the owner of the computer software known and of all copyrights, trademarks, trade secret rights and other rights and interests in EZyCHECK™. The term EZyCHECK™ also includes all written or printed documentation regarding EZyCHECK™ and the use of EZyCHECK™. Epic Concepts has granted a license to BRADLEY SCREENING LL ("Distributor"), including the right to sub-license EZyCHECK™ to others, and this Agreement is such a sub-license. For the purpose of this Agreement, Epic Concepts and Distributor shall be referred to collectively as "Licensor".

2. Sub-License

- (a) Licensor hereby grants to Client a non-transferable, non-exclusive license to use EZyCHECK™ subject to the terms, conditions, and restrictions set forth in this Agreement. Nothing in this Agreement shall be construed to convey any title or ownership rights in EZyCHECK™ to the Client. Client has no title or ownership rights in the use of the name EZyCHECK™.
- (b) The License is for the use of EZyCHECK™ only by the Client at the Client's business address set forth in the Service Agreement. The Client may copy EZyCHECK™ solely for backup purposes and only so long as all copyright and other notices are reproduced and included on the copy. The Client may not distribute copies of EZyCHECK™ or its documentation. The Client shall not sublease, assign, or transfer all or any part of the License and any attempt to do so is void.
- (c) The License continues in effect until terminated as set out in the Service Agreement. This License will also terminate if the Client fails to comply with any term or condition of this License. In the event the License is terminated, Client will destroy all originals and copies of EZyCHECK™ and its documentation, in all forms.

3. Warranties and Remedies

- (a) In the event EZyCHECK™ fails to conform to the documentation provided by Distributor to Client, Licensor's sole obligation shall be to correct such errors or malfunctions that exist in EZyCHECK™, and Licensor shall have no liability for any claims whatsoever which result from such errors or malfunctions. Further, Licensor shall have no liability whatsoever for any claims which result from any alteration or modification to EZyCHECK™ by Client or as a result of the use of EZyCHECK™ in combination with other computer programs or data not furnished by Licensor.
- (b) Client agrees that the amount of any liability of the Licensor under this Agreement, or otherwise, shall not exceed the license fee paid by the Client for EZyCHECK™. No action by Client against Licensor arising out of the transactions under this Agreement may be brought by the Client more than one (1) year after the date of the transaction which is the subject of that legal action.
- (c) In no event will licensor be liable to Client for any consequential, incidental, direct or indirect damages, including, without limitation, loss of data, loss of profits, lost savings or other incidental or consequential damages arising out of the use or inability to use EZyCHECK™, even if licensor or any of its representatives has been advised of the possibility of such damages, or for any claim by any third party. Licensor shall not under any circumstances, be liable for any loss of files, pertinent business information, or information as a result of data conversion. Any written or oral representation or warranty not expressly set forth in this agreement shall not be enforceable by the Client.
- (d) The parties agree that this is an Addendum to the primary Service Agreement that Client has signed with Distributor and all provisions of the primary agreement shall apply.
- (e) In the event that the Distributor is required to engage the services of legal counsel to enforce its rights under this Addendum, the Distributor shall be entitled to reasonable attorneys' fees and cost from the

ADDENDUM A

Client. In the event of litigation, such fees and cost shall include those for trial, appeal, and to any bankruptcy proceeding. Jurisdiction for any legal action related to this Addendum will be in Montgomery, County Alabama. (f) The invalidity or unenforceability of any provision in this Addendum shall not in any way affect the validity or enforceability of any other provision and this Addendum shall be construed in all respects as if such invalid or unenforceable provision had never been in the Addendum.

(g) This Addendum shall be governed by and interpreted under the laws of the Commonwealth of Alabama

By:

CLIENT Authorized Representative **BRADLEY SCREENING, LLC** Authorized Representative

Date: _____ Date: _____
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