



Customer Agreement

THIS IS A CUSTOMER AGREEMENT made and entered into on of the date executed by and between the following parties:

Background Source Intl
P.O. Box 2760
Coeur d'Alene, ID 83816

Company Name: _____
Billing Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which hereby acknowledged by all parties, the parties hereto agree as follows:

1. Services

- a.) Customer certifies that the primary use of service is to obtain background reports, (which may include credit reports), in connection with the evaluation of individuals, for employment, promotion, reassignment or retention as an employee.
- b.) Customers shall request background reports from time to time, pursuant to procedures pre-scribed, for reasons listed above and no other purpose. Customer is the End User of all reports. The background reports listed on Description of Searches include public and non-public reports provided by government and private entities.

2. Confidentiality

- a.) The Customer agrees that all reports will be used one time only and kept strictly confidential, except as required by law, and will not disclose in-formation from reports to any third parties are not involved in the current employment decision. Customer agrees to comply at all times with the Fair Credit Reporting Act (FCRA), Drivers Privacy Protection Act (DPPA), and all other applicable laws as these provide protection for the general public. No information will be requested for the use of any individual or corporation other than the Customer. Requests for report information from the person who is the subject of the report will be referred to the Customer who will provide the report information for disclosure only as provided under the Fair Credit Reporting Act or other applicable laws. Information will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
- b.) Before a consumer report is obtained; a clear and conspicuous disclosure is made in writing to the applicant in a document that consists solely of the disclosure that a background report may be obtained for employment purposes. Customer will obtain a written consent signed by subject individual prior to requesting report from Distributor. Customer will maintain copies of all written authorization for a minimum of (3) years from date of inquiry or such longer period of time as required by law. Each request for a report will further state the specific purpose involved in each transaction and such report will not be used for no other purpose.
- c.) Customer further certifies that before taking adverse action, whether based wholly or partly on information provided in the background report, it will provide the consumer ;A copy of the background results.



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- d.) The Customer agrees to hold Distributor and Distributor's affiliates from whom such reports were obtained, as well as their officers, employees, independent contractors, agents, and assigns harmless from and against any expense or damage resulting from obtaining or publishing report information contrary to these conditions, by the Customer, its employees or agents.
- e.) Recognizing that information is secured by and through fallible human sources and that the Distributor cannot insure the accuracy of the information, the Customer understands and agrees that the accuracy of any information furnished is not guaranteed by Distributor and the Customer releases Distributor, Distributors affiliate companies, all companies and affiliates from which distributor obtains these reports, and all of their officers, employees, independent contractors, agents and assigns, from any and all liability, including without limitation, liability or damage from any negligence in connection with the preparation of such reports and from any loss or expense suffered by the Customer resulting directly or indirectly from such reports or those of the Customer's affiliated companies.
- f.) Certify that the Customer is properly licensed for business, is the End User and will not resell the information to any third party.
- g.) This agreement may be canceled at any time by thirty (30) days written notice by either party, but such cancellation shall not terminate the Customers obligation to pay for services previously requested or rendered.
- h.) This agreement shall remain in force and effect for one year from date hereof, and thereafter, from year to year, on the same basis as set forth herein except, with just cause, such as delinquency or violation of the term of the contract or legal requirement, Distributor may, upon its election, discontinue serving the Customer and cancel agreement immediately.
- i.) This agreement constitutes the complete and entire agreement between parties and cannot be altered, amended or modified except by written amendment executed by an authorized representative of both parties.
- j.) The Customer agrees that it will pay bills for services rendered according to the rate schedule in effect at the time services are rendered. Payment will be due within fifteen (15) days of invoice. Bills are based on the request for information generated at the time request was made.
- k.) In the event Distributor is required to engage the service of legal counsel to enforce its right under this agreement, the Distributor shall be entitled to reasonable attorneys' fees and cost from the Customer. 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 agreement in Spokane County, Washington.
- l.) The invalidity or unenforceability of any provision in the agreement shall not in any way affect the validity or enforceability of any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision had never been in the agreement.
- m.) This agreement shall be governed by and interpreted under the laws of the State of Washington.
- n.) End user is responsible for any applicable sales or use tax.



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It is a requirement that all end users take precautions to secure any system or device used to access consumer information. There should be limited access, in a secure area, restricted to a few key personnel.

The nature of Customer's Business: _____

Tax ID Number: _____

By: _____

Customer Authorized Representative

Date: _____

By: _____

Distributor Authorized Representative

Date: _____

Email Address: _____