



Company Name (Legal):

Contact Person:

Physical Address 1:

City: State: Zip:

Phone: Fax: Email:

Locations: Backgrounds per month:

DRUG TESTING? No Yes

CREDIT REPORTS? No Yes (Site Inspection & Additional Agreement May Be Required)

ADVERSE ACTION? No Yes

Drug Testing?.....Yes No

Would you like access to Credit Reports?.....Yes No

Auto Search 7 Year Name/History?.....Yes No

How did you hear about us?

Web Cold Call Email Referral

Additional Information and Acknowledgements:

Please Note: All processed searches will be charged at the rate listed, including any suspended due to availability of 3rd Party verification.

Cancelled orders are subject to charge if dispatched. Drug tests ordered by not completed will be subject to a \$5.00 Fee.

Prices listed will be applied to each additional name/county. See next page for details. Any additional names will be added to ALL

APPLICABLE Searches and the a la carte fee will be charged.

Any variation in a name can may constitute an alias. Prices do not included applicable county, state and/or 3rd Party verification fees.

You are always required to obtain consent prior to ordering a background check. Always have your Authorization & Disclosure Forms as well as any other Forms approved by your legal team prior to ordering (FRCA Requirement). Forms provided by EIS are samples only and should not be construed as Legal Advice.

Signature_____

Date_____



*****NOTICE OF STATE, COURT AND/OR INFORMATION FEES*****

Please note that any price given on the Pricing Agreement does not and cannot reflect any possible or current court, state and or information fees.

Some courts across the nation, including courts on the state and county level, charge you a fee for accessing their records. *Some NY Counties charge \$65 per name (NYOCA).*

These fees change frequently and vary drastically. It is virtually impossible for Employer's Investigative Services to keep an up to date database of these fees. However, Employer's Investigative Services strives to keep available any and all court fees up to date for their clients to review.

If you desire, an updated copy or spreadsheet of these fees are available upon request. Please contact your CSR if you request to have these fees provided to you, free of charge.

EMPLOYERS INVESTIGATIVE SERVICES WILL NOT BE LIABLE FOR CHARGES INCURRED BY 3RD PARTIES OR COURT FEES! THESE CHARGES WILL BE PAID BY THE CLIENT.

By signing below, you are stating that you understand certain additional fees may be charged to you without further notice and that you agree to pay these fees.

Signature: _____

Date: _____



FCRA SERVICE AGREEMENT AND END USER CERTIFICATION

In compliance with the Fair Credit Reporting Act ("FCRA") and applicable state laws, User hereby certifies to Employer's Investigative Services that it will comply with the following provisions:

1. **Payment Terms:** User agrees to pay Employer's Investigative Services according to the terms and conditions of the executed "Client Pricing Agreement" and Payment Arrangement Form.
2. **Access:** User has access to consumer reports, defined as ANY report used to determine an individual's eligibility, as outlined in the Fair Credit Reporting Act (FCRA), which includes employment (pre-employment, promotion, reassignment, termination, and periodic background checks), tenant screening, and/or use in connection with a financial transaction/extension of credit or the underwriting of insurance.
3. **Requesting a Consumer Report and/or Investigative Consumer Report:** User certifies that a consumer report will not be requested for employment purposes unless:
 - A. A clear and conspicuous disclosure, **in a document consisting solely of the disclosure**, will be made in writing to the consumer. The disclosure will explain that a consumer report and/or investigative consumer report may be obtained for employment purposes, and will be presented to the consumer before the report is procured or caused to be procured. The disclosure will satisfy all requirements identified in Section 606(a)(1) of the FCRA.
 - B. The consumer has authorized in writing the procurement of the report.
 - C. If an Investigative Consumer Report is requested, the consumer must be notified in writing not later than three days after the date the report is requested.
 1. "A Summary of Your Rights Under the Fair Credit Reporting Act" must be provided in the format approved by the Federal Trade Commission.
 2. The consumer has the right to request the nature and scope of the investigation and the employer must respond in writing not later than five days after receiving the consumer's request or from the date the investigation was first requested, whichever is the later.
4. **Requirements upon a Pre-Adverse and Adverse Action/Decision**
 - A. User agrees that before taking adverse action ("Pre-Adverse Action") and/or upon taking "Adverse Action" due to the contents in whole or part of the Consumer Report, it will provide to the consumer:
 1. A copy of the Consumer Report.
 2. A copy of the "Summary of Your Rights Under the Fair Credit Reporting Act" in the format approved by the Federal Trade Commission. An initial copy of the summary will be provided by Employer's Investigative Services.
 - B. **Pre-Adverse Action and Adverse Action Notification:**
 1. Must be in written, oral or electronic form.
 2. Must contain Employer's Investigative Services name, address, and phone number.
 - C. Must advise the consumer of his/her right to obtain a free copy of the report within 60 days of the adverse action and to dispute the accuracy or completeness of the report.
5. ***California Employers:** If an investigative consumer report is requested and the consumer checked the box on the authorization form signifying he/she wants a copy of the investigative consumer report when and if he/she is entitled to one under California law, then User hereby agrees to provide Consumer with a copy of the report.
6. **Use of Report:** User agrees that information from the consumer report and/or investigative consumer report will not be used in violation of any applicable federal or state equal employment opportunity laws or regulations.
7. **Repeat of Procedure:** User acknowledges that this entire procedure must be repeated before future reports on the individual are requested.
8. **Confidentiality:** User will hold the contents of the consumer report in strict confidence and use information only for purposes outlined in the disclosure.
9. **Compliance:** Failure to comply with FCRA requirements can result in state or federal enforcement actions, as well as private lawsuits. (Section 606, 617, 621). In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. (Section 619).
10. **Venue and Choice of Law.** Any claims arising from overdue invoices shall be interpreted according to California law and venue for enforcement of this Agreement shall be Glenn County, California.
11. **DISCLAIMER:** While the information contained in the report or reports provided have been obtained from public records data sources deemed reliable, their accuracy cannot be guaranteed due to potential human error in the actual recording or retrieval of the record. Furthermore, User agrees to indemnify Employer's Investigative Services, its sources, agents and employees for any liability incurred in the use of the information provided in the report or reports. User agrees and certifies that the ordering and use of the report or reports provided are in strict compliance with The Fair Credit Reporting Act, Public Law 91-508 and any other applicable state or federal laws. ©2011 Employer's Investigative Services.

USER/RESPONSIBLE PARTY:

User Signature: _____ Date: _____



SERVICE ADDENDUM – CRIMINAL DATABASE SEARCHES

This agreement constitutes an addendum to the FCRA Service Agreement between the Client and Employers Investigative Services. By signing this agreement, the subscriber acknowledges that the information obtained from any database including Statewide Criminal Database Searches or National Criminal Database Searches, or any other search not performed on a county level, is comprised of information obtained from various government agencies throughout the country. The content of these database searches is subject to change with or without notice. A complete list of the agencies providing information to these databases is available by customer request.

Employer's Investigative Services will only provide this search serve as an adjunct to county criminal record searches. The information included in the subject report is amassed from database sources which may not contain all current information pertaining to individuals and events. *Information contained in the subject report should not be the sole determining factor in the evaluation of an individual. Any information contained in the subject report should be verified through original court documents to establish the identity and status of the individual prior to any decision making process. No warranty as to the accuracy of the information from the database is stated or implied.*

Use of this information is pursuant to the terms and conditions of the existing Service Agreement.

THE CLIENT HEARBY AGREES TO ALLOW EMPLOYER'S INVESTIGATIVE SERVICES TO FOLLOW UP ANY POSSIBLE RECORDS LOCATED IN ANY DATABASE SEARCH WITHOUT FURTHER PERMISSION, BY CONDUCTING A COUNTY LEVEL SEARCH WHEN NEEDED. IF NO FOLLOW UP SEARCH IS CONDUCTED, IT IS HEARBY UNDERSTOOD THAT POSSIBLE RECORDS MAY NOT BE REPORTED BY THE C.R.A. (SEE PRICING AGREEMENT FOR DETAILS).

Client Signature: _____

Date: _____



EMPLOYER'S INVESTIGATIVE SERVICES USER AGREEMENT PAYMENT PLAN

- Please bill us with the credit card below
- Please bill us, and use the credit card below listed as security (30 day net)

Credit Card Details:

Name on Card: _____

Billing Address: _____
Street City, State, Zip

Type of Card (circle one): **Visa** **MasterCard** **American Express**

Card Number: _____

Expiration Date: _____

CVV Code (Security Code) _____

Billing Email: _____

Credit card billing occurs approximately 5 days after invoice date.

Client hereby agrees to be placed on either a Net 30 or Credit Card Auto Pay Account (selected above).

If a Net 30 Account was selected, the credit card on file will be billed for any invoice amount that is overdue by 60 days from the billing date.

If a Credit Card Auto Pay option was selected, the credit card on file will be billed for the invoice amount for that billing period.

In either case, client has 30 days to advise E.I.S. of any disputed charges. No charges shall be researched that are older than 30 days from the invoice date.

Date: _ _

Signature: