



Client Subscriber Agreement

This agreement is entered into between, _____ the client, with principal offices at: _____ and Employment Record Service LLC, a New Jersey Limited Liability Company or one of its subsidiaries. It is understood that by signing this agreement the client wishes to engage Employment Record Service LLC to provide certain background, verification and credentialing services for employment purposes and prepare "consumer reports" or "investigative consumer reports" as defined by the Fair Credit Reporting Act.

The client certifies that all information obtained for employment purposes will be used in compliance with sections 604, 606 and 615 of the Fair Credit Reporting Act, and applicable federal and state equal employment opportunity laws and regulations.

The client will disclose to the subject of each report that a "consumer report" may be obtained for employment purposes and obtain from the subject of each report, a written authorization prior to requesting any report from Employment Record Service LLC. When reports are used for employment purposes the client will, prior to taking any adverse action, based in whole or in part, on information provided by Employment Record Service LLC, make all necessary adverse action notices including providing the subject a copy of the report. The client has received a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act" and "Using Consumer Reports-What Employers Need to Know"- documents prescribed by the Federal Trade Commission.

The client is the "End User" and will not further sell or forward information provided by Employment Record Service LLC to any other person or entity.

The client will maintain in strict confidence and not disclose to any other person or entity, information furnished by Employment Record Service LLC and take any action necessary to protect against disclosure thereof including providing secure facilities for storing all hard copy and electronic files and destroying of all hard copy files or erase or scramble electronic files when information is no longer needed. Information to be protected includes, but is not limited to all personally identifying information, system access passwords and user id, and reports furnished by Employment Record Service LLC.

The client will make its employees aware of the confidential nature of information furnished by Employment Record Service LLC and will limit access to reports furnished by Employment Record Service LLC to those individuals whose duties reasonably relate to the legitimate business purpose for which the report is requested. Those individuals requesting reports will be identified to Employment Record Service LLC by the use of unique logon ids.

Employment Record Service, LLC endeavor to use the best people and resources possible for each assignment and shall use good faith in attempting to obtain information from sources deemed reliable. However, recognizing that information is secured by and through fallible human sources, Employment Record Service, LLC does not guarantee the accuracy of any information furnished or that the outcome of its investigation will be the outcome desired. Therefore, payment for services is not contingent upon the results achieved.

The client recognizes that the accuracy of any information furnished is not guaranteed and releases Employment Record Service, LLC, its officers, employees, agents, independent contractors and affiliates from liability for any negligence in connection with its investigation and from any loss or expense suffered directly or indirectly as the result of its investigation. The client agrees to hold Employment Record Service LLC harmless and to indemnify Employment Record Service, LLC, its officers, employees, agents, and independent contractors and affiliates in the event that its investigation, or the result thereof, leads to any claims or litigation for any liability, injury, damage or expense.

The client agrees to pay Employment Record Service LLC upon receipt of any invoice for the services rendered. All payment shall be due upon receipt. If collection efforts are required, the client shall pay all costs of collection including attorney's fees.

The client has read and agrees to the terms and conditions herein and has authority to engage Employment Record Service, LLC to perform services.

Name: _____ Date: _____

Signed: _____

Title: _____

Company name: _____

Doing Business As if different: _____

Business Address: _____

Street address if different: _____

City: _____ State: _____ Zip _____

Business Phone: _____

Business Fax: _____

Company website: _____

Time in business: _____

Nature of business: _____

Location type is: Residential or Commercial

Person in charge of ordering reports: _____

E-mail address: _____