



AGREEMENT FOR CONSUMER REPORTS FOR EMPLOYMENT PURPOSES

Account Number: _____
(Assigned by ESS)

BUSINESS CONTACT INFORMATION

Company name:			
DBA's (if any):			
Mailing address:			
City:		State:	ZIP Code:
Screening Administrator Contact:			Title:
Phone:	Fax:	E-mail:	
Billing contact:			Title:
Phone:		E-mail:	
Type of Business:		Website (if available):	
Federal ID #: _____ Or		Provide a copy of your current business license.	State Registered in: # of employees:
Primary physical address: (if different)			
City:		State:	ZIP Code:
Executive or Managerial Contact:			Title:
Phone:		E-mail:	

AGREEMENT

User and Employment Screening Services, Inc. (ESS, Inc.) agree to the following:

1. User is seeking consumer information in connection solely with the evaluation of individuals for employment, promotion, reassignment, or retention as an employee.
2. User agrees it will not request a Consumer Report or Investigative Consumer Report from ESS, Inc. unless a disclosure has been made to the consumer that a report may be obtained, and the consumer has authorized the report in writing. The disclosure must include a statement informing the consumer of his/her right to request additional disclosures. The disclosure will be made on a separate document, consisting solely of the disclosure and written authorization.
3. User agrees that before taking adverse action in whole or in part based on a Consumer Report as per The Fair Credit Reporting Act (FCRA, 15 U.S.C. § 1681 et seq. Section 604), it will provide the consumer: (A) Oral or written notification of the identity of the consumer reporting agency and a statement that the agency did not make the employment decision; (B) A copy of the consumer's rights; (C) A copy of the consumer report.
4. User agrees it will not request an Investigative Consumer Report on a California resident unless notification is given to the applicant/employee stating that a report will be obtained. The User further agrees to give the individual a copy of the report within three days of receiving the report, if requested by the individual (per CA Civil Code 1786.)
5. User agrees that all individual Authorized Users will sign the ESS Authorized User Agreement and comply with applicable laws.
6. User and ESS, Inc. agree that information from the Consumer Report will not be used in violation of applicable federal, state & laws including The Driver Protection Policy Act, (DPPA, 18 U.S.C. § 2721 et seq.)
7. User agrees it will not disclose the information to any third parties not involved in the employment decision. Furthermore, User agrees not to resell or sub-license the information to any third party.
8. User and ESS, Inc. agree to take reasonable procedures to protect and secure information from unauthorized persons.
9. User understands that ESS, Inc. assembles information from a variety of sources "as is". ESS, Inc. makes no representation or warranty regarding the information. Every reasonable effort is made to provide accurate and timely information.
10. User understands that ESS, Inc. does not guarantee User's compliance with all applicable laws in its use of reported information. Any communications with ESS, Inc. are not to be considered legal opinion. User agrees it will consult with its own legal or other counsel regarding the legality of using or relying on reported information.
11. User agrees to billing terms of Net 30 days, which cannot be changed without written consent of ESS, Inc. User agrees to pay all collection fees if necessary. User agrees that prices and fees for products and services are subject to change without notice.
12. The term of this Agreement shall begin on the date signed and will continue for a period of one (1) year and renew automatically for successive one (1) year periods unless either party gives written notice to the other party of its intent to terminate the Agreement. A facsimile is as binding as an original.

Note: Ordering Credit Reports requires the completion of additional paperwork and an on-site inspection for certification.

SIGNATURES

User Representative:	ESS, Inc. Representative:		
Print name	Print name		
Title:	Date:	Title:	Date: