

This agreement by and between C.A. Harrison Enterprises, Inc. d/b/a Backgrounds USA and the company named below under User/Authorized Individual (User) and/or its designated agents(s) shall consist of the following understandings and conditions:

User agrees to:

1. Read and maintain on file the attached copies of the Fair Credit Reporting Act (FCRA) and Chapter Nine of the Technical Assistance Manual (Title 1) for the Americans with Disabilities Act (ADA).
2. Accept responsibility for using information provided by Backgrounds USA (Consumer Reports) in accordance with the Fair Credit Reporting Act, Public Law 91-508 and American with Disabilities Act of 1990.
3. Be aware that some states have stricter "Human Rights" and ADA based statutes in force for employers. Compliance with these laws is the responsibility of the User.
4. Obtain proper release and authorization from each applicant.
5. Recognize that information is obtained and managed by fallible sources, and that for the fee charged, Backgrounds USA cannot guarantee or insure the accuracy or depth of the information provided.
6. Assume responsibility for the final verification of the applicant's identity.
7. Accept the fact that Backgrounds USA employees are not allowed to render any opinions regarding information contained in a consumer report. Hiring decisions or any actions must be based on User policies and procedures.
8. Give the applicant the Backgrounds USA 1-800- telephone number and address if information provided in a consumer report is responsible for suspension or termination of the application process.
9. Use Identity Verification and Credit Reports for employment, skip tracing or tenant screening purposes only.
10. Accept and agree that the information provided to you by Backgrounds USA cannot and will not be resold you.
11. Request a consumer report for employment purposes, only after providing written documentation to applicant informing them that a consumer report may be obtained for employment purposes and after applicant has authorized in writing the procurement of such report.
12. Only take adverse action due to information obtained in the consumer report, after providing to the consumer: a copy of the consumer report, a copy of the Summary of Consumer Rights in the format approved by the FTC, notification of adverse action in written, oral or electronic form including Backgrounds USA's name, address and phone number, a statement indicating that Backgrounds USA's did not make the decision to take adverse action, and notification to the consumer of their right to obtain a free copy of the report within 60 days of adverse action and to dispute the accuracy or completeness of the report.
13. Recognize the sensitive nature of information provided, hold such information in strict confidence, and only use such information for purposes outlined in the disclosure.
14. Understand that any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution (Section 619).
15. Pay for services based on a statement provided. Terms are NET 30 days. Accounts in arrears will assume a finance charge of two percent (2%) per month plus a \$15.00 late charge fee per incident. If an account goes to collection, User agrees to pay all expenses including legal fees.
16. Be aware that if an account remains inactive for twelve consecutive months, it will be closed.
17. Acknowledge that a facsimile of this agreement is as valid as an original.
18. Use our information for their own uses only and will not resell this information to any third parties.

Backgrounds USA agrees to:

1. Comply with all applicable laws in the preparation and transmission of reports as defined in 15 USC-1681 et sec. regulated by the Federal Trade Commission.
2. Follow reasonable quality assurance procedures to assure maximum possible accuracy of information.
3. Re-verify at no cost when a User makes the request by telephone or the subject makes the request in writing. Our responses shall be made in writing and delivered in a timely manner.
4. Maintain consumer report information and transaction details for a minimum of two years. During an inquiry, the subject of the report has the right to learn the name of the User ordering information and has the right to be informed of the substance of the report ordered by the User when a written request is made to us.
5. Provide consumer information in compliance with the Fair Credit Reporting Act.
6. Maintain confidentiality of its data acquisition and verification methodology

Terms of User Agreement



Backgrounds USA asks you to please note:

1. Our reports are designed to give you more information so that you can make informed decisions. They are not intended to replace legal advice. Depending upon your business and federal and state laws, other issues should be addressed.
2. Backgrounds USA is a “Consumer Reporting Agency” under the definition of the FCRA. The information provided to User under this agreement is a “Consumer Report” under the definition of the FCRA.
3. This agreement shall be governed by and construed in accordance with the laws of Colorado. Any disputes under this agreement shall be determined by the courts of Denver, Colorado.
4. Backgrounds USA may, at its sole discretion, terminate service to any user at any time without prior notice.

USER/ AUTHORIZED INDIVIDUAL:

Company Name: _____

Name: _____

Signature: _____

Title: _____

Phone: _____

Date: _____