



Employer Consumer Service Agreement

This agreement is hereby executed between Professional Screening Services and:

Business Name/ Client _____

Mailing Address _____

City _____ State _____ Zip _____

Contact Name _____ Date _____

Phone _____ Fax _____

Website Address _____

Email Address _____

How would you like your results sent back? (Circle One) Email Fax Web Posting Mail

How did you hear about us? Yellow Pages _____ Yellowpages.com _____ Mailing _____ Internet Search _____

Referral (Please provide the name of the person and/or company that you were referred by)

The client, desiring to use P.S.S. services agrees that all reports will be submitted and received subject to the following conditions:

- 1. Subscriber (End user) is a [insert type of business] _____ and has need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes")
2. Subscriber shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by Reseller from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purposes.
3. Subscriber certifies that it will not request a Consumer Report for employment purposes unless:
A. A clear and conspicuous disclosure is first made in writing to the consumer before the report is obtained, in a document that consists solely for the disclosure, that a consumer report may be obtained for employment purposes;
B. The consumer has authorized in writing the procurement of the report; and
C. Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulations.
4. Subscriber further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer:
A. A copy of the Consumer Report for Employment Purposes; and
B. A copy of the consumer's rights, in the format approved by the FTC, which notice shall be supplied to Subscriber by Reseller.
5. Subscriber agrees that it shall use Consumer Report of Employment Purposes only for a one-time use, and to hold the report in strict confidence, and not to disclose it to any third parties not involved in the current employment decision.
6. Subscriber will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.

7. With just cause, such as violation of the terms of End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affect End User's Agreement, Reseller may, upon its election, discontinue serving the End User and cancel the agreement immediately.
8. P.S.S. cannot be an insurer of the accuracy of the public records. The undersigned understands and agrees that the accuracy of any information furnished is not guaranteed by P.S.S. and the undersigned releases P.S.S. and P.S.S. affiliated companies, their officers agents and employees, 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 undersigned resulting directly or indirectly from P.S.S. reports or those P.S.S. affiliated companies.
9. In no event shall P.S.S. have any responsibility or liability to the Client whatsoever for any failure or delay in performance by P.S.S. which results from or is due to, directly or indirectly and in whole or part, any cause or circumstances beyond the reasonable control of P.S.S. Every effort to complete a successful search will be made. However, "No File Found" reports are billable.
10. Payment for all dues and services are to be received no later than 30days from the date listed on the invoice. If client defaults on payment, client guarantees and agrees to pay for all costs of collection, including reasonable attorney's fees. The client is responsible for any bank fees incurred due to returned checks. Additionally, the client understands that delinquent payments may be reported to the credit bureaus. Prices subject to change without notice.

I certify that I have read the terms and conditions and, that I understand the significance of same, and have voluntarily signed my name, and I have the authorization to make legal commitments for my company.

Company Name: _____

Company Address: _____

Signature: _____ Date: _____

Printed name: _____

Title: _____

Banking Information:

Banking Institution: _____	City: _____
Type of Account: _____	Account Number: _____
Banking Institution: _____	City: _____
Type of Account: _____	Account Number: _____

Business Credit References

Please list two credit references below.

Company Name: _____	Telephone #: _____
Company Address: _____	
Company Name: _____	Telephone #: _____
Company Address: _____	

This section must be filled out by 'Sole Proprietors' or 'Partnerships' (Please circle appropriate business type)

Owner Name: _____
Residential Address: _____
Social Security #: _____
I certify that I am the person named above. I authorize Professional Screening Services to review my own personal credit profile to be used only in conjunction with this application for company membership. _____
Signature/Title
Owner Name: _____
Residential Address: _____
Social Security #: _____
I certify that I am the person named above. I authorize Professional Screening Services to review my own personal credit profile to be used only in conjunction with this application for company membership. _____
Signature/Title

This section must be completed by Corporations

Officer Name: _____	Title: _____
Officer Name: _____	Title: _____
Officer Name: _____	Title: _____

I certify that all the above statements are true and correct:

Signature: _____	Date: _____
Print Name: _____	Title: _____



Bank Verification Form

I give **Professional Screening Services, Inc** permission to request business checking account information on the above account as part of their membership due diligence process.

Signature _____

Date _____

Company Name _____

Company Address _____

Name of Bank _____

Bank Address _____

Bank Phone Number _____

Account Information:

Name as it appears on the account _____

Checking Account Number _____

Bank Verification Information:

Date Account Opened _____

Customer's nature of business _____

Average daily balance _____

Verified by _____

Date _____

December 21, 2006

Professional Screening Services
Nancy Williams
6001 Brick Court
Suite 117
Winter Park, FL 32792

Re: Credentialing

Dear Nancy,

It is the intent of *[insert company name]* to obtain credit reports for *[select tenant OR pre-employment]* screening. The anticipated monthly volume of requests will be approximately: *[insert anticipated monthly volume]*. We anticipate *[select the following that apply: local, regional, national]* access. For further information please feel free to contact me at the address listed below or at *[insert phone number]*.

Sincerely,

John Smith
President
ABC Company
1 Industrial Lane
Anytown, OH 12345

THIS IS A SAMPLE LETTER OF INTENT.
PLEASE CREATE THIS DOCUMENT, FILLING IN THE
NECESSARY INFORMATION, AND PRINT ON YOUR COMPANY LETTERHEAD.



Federal Fair Credit Reporting Act
(FCRA-Public Law 91-508)

Although this amendment to the Consumer Credit Protection Act primarily regulates the operations of consumer reporting agencies, it also affects you, our subscriber. We have included a copy of the entire amendment with your membership kit, and we suggest that you and your employees become familiar with the following sections:

- &604 Permissible Purpose of Reports
- &607 Obligations of Resellers
- &615 Requirements on Users of consumer Reports
- &619 Obtaining Information Under False Pretenses
- &623 Responsibilities of Furnishers & Obligations of Users of Consumer Reports
- Information Bulletin – Understanding Criminal Background Searches

All (3) sections are of direct consequence to users who obtain reports on consumers.

PSS strongly endorses the letter and spirit of the Federal Fair Credit Reporting Act. We believe that this law and similar state laws recognize and preserve the delicate balance between the rights of the consumer and the legitimate needs of commerce.

In addition to the Federal Fair Credit Reporting Act, other federal and state laws addressing such topics as computer crime and unauthorized access to protected databases have also been enacted. As a prospective user of consumer reports, we recommend that you and your staff become fully familiar with all relevant federal statutes of the states in which you operate.

Please confirm your receipt of this FCRA ACKNOWLEDGEMENT.

Company Name

Typed or Printed Name and Title

Authorized Signature

Date

A copy of your company's business license is required.

Please send us a photocopy of your business / occupational license to place to your file.