



**CLIENT SERVICE AGREEMENT**

**MASSACHUSETTS ASSOCIATION OF INSURANCE AGENTS**

This Agreement is between Private Eyes Screening Group and \_\_\_\_\_ ("Client").  
This Agreement is entered into on \_\_\_\_\_ (date).

**1. Services to be provided by Private Eyes Screening Group**

- A. Upon request and relying upon Client's representation that it has a legitimate purpose for information, Private Eyes Screening will provide background checks, verifications and other consumer reports to the Client when available. Private Eyes Screening will only furnish a report for a permissible purpose under the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. (the "FCRA") and no other purpose.
- B. Periodically and upon request, Private Eyes Screening will provide to Client copies of certifications, consumer consents, notices and summary of rights under the FCRA as well as other form which Private Eyes Screening finds helpful in meeting its obligations under the FCRA and other applicable laws. Client acknowledges receipt of the Federal Trade Commission Notice of Consumer's Rights and Notice to Users.

**2. Representations of Client when ordering reports**

- A. Client represents that it is an existing business with the legitimate need for verification and reports offered by Private Eyes Screening. The nature of Client's business is:  
\_\_\_\_\_. Client specifically represents that reports will only be obtained for its own one time use and it is the end user of the reports. It will not further distribute, sell, give, or trade such information with any third party. Client will request and use reports for the following permissible purpose only: employment by hire or contract.
- B. Client represents that prior to requesting a report for employment purposes, it will:
  - (i) disclose to the individual who is the subject of the report that a consumer report or, as applicable, an investigative consumer report, may be obtained;
  - (ii) obtain the written consent of the individual allowing the obtaining of the consumer report. Client agrees that submission of an order is a certification that it has obtained the consent of the consumer;
  - (iii) provide to the individual a summary of the individual's rights required under the ("FCRA") and any applicable state law; and

Client represents that after requesting a report for employment purposes, it will:

- (iv) not utilize any information in violation of any federal or state equal employment



opportunity law or regulation.

(v) provide a reasonable amount of time prior to taking adverse employment action against the individual who is the subject of the report, when such action will be based in whole or in part upon the information contained in the report furnished by Private Eyes Screening, the Client will, except as otherwise provided by law, advise the subject of the intent to take adverse action and provide a copy of the report to the individual and a description, in writing, of the individual's rights under the FCRA.

(vi) provide after taking adverse action based in whole or in part upon information contained in a report furnished by Private Eyes Screening, the Client shall:

(a) provide notice of such action to the individual;

(b) provide the name, address and telephone number of Private Eyes Screening; and

(c) inform the individual that he/she is entitled to a free copy of the report and a right to dispute the record through Private Eyes Screening and that Private Eyes Screening is unable to provide the individual the specific reasons why the adverse action was taken by you.

(vii) that it will comply with the FCRA and similar state laws, in regard to all reports, it will follow the requirements of the ("DPPA") and the various state laws implementing the DPPA in regard to motor vehicle reports.

(viii) Client will maintain documentation showing compliance with these certifications for a period of six (6) years or during the employment of the subject, whichever is longer.

C. Client represents that if it orders credit reports, it will have a policy and procedures in place to investigate any discrepancy in a consumer's address when notified by the credit bureau that the consumer's address, as submitted by the client, substantially varies from the address the credit bureau has on file for that consumer. Further, if client hires the consumer and in the ordinary course of its business it furnishes information to the credit bureau from which the report came, that it will advise the credit bureau of the address it has verified as accurate if that address is different from the one provided by the credit bureau.

D. Client may share reports with another entity for joint use. The FCRA permits end users of consumer reports to share the consumer report with another entity if Client and the other entity will use the report for the same transaction and for the same purpose. Examples include: a staffing company sharing a report with its customer with whom the consumer will be placed; a subcontractor sharing reports of its employees with the general contractor or owners of the project on which subcontractor is working. These examples are not exclusive, but demonstrate the acceptable "joint use" that is permitted. However, prior to sharing a consumer report, Client on behalf of Private Eyes Screening will determine and verify the identity of the joint user and that such joint user shares the same permissible purpose for use of the consumer report as does Client and the joint user will only use the consumer report for this one transaction with Client. This Agreement is a certification by Client that any joint user is a legitimate business and will use the report for the same permissible purpose Client represents to Private Eyes Screening when ordering the consumer report(s) on the individual consumer or as provided in Section 2 of this Agreement. Client agrees to indemnify and hold Private Eyes Screening harmless and its Suppliers from any claims, liability or losses asserting that the joint use was improper in any way, violated the FCRA or otherwise, and additionally, if the joint user used the consumer reports for any reason than as represented by Client to Private Eyes



Screening. Such indemnification includes all costs, expenses and reasonable attorney fees incurred by Private Eyes Screening.

### **3. Compliance with Applicable Law**

A. The laws relating to the furnishing and use of information are subject to change. It is the responsibility of the Client to become knowledgeable in such laws and to comply with them. The failure to comply with the then current applicable law may result in a breach of this agreement, termination of service, civil and criminal liability. Private Eyes Screening does not undertake any obligation to advise Client of its legal obligations.

B. Private Eyes Screening does not act as legal counsel for Client. Client is responsible for retaining counsel to advise it regarding proper use of consumer reports; compliance with FCRA, the Driver Privacy Act, 18 U.S.C. § 2721 et seq (“DPPA”) and other applicable federal, state, and local laws; and development of an appropriate screening program for Client’s use of consumer reports.

C. Client consents to any reasonable request by Private Eyes Screening to audit records of the Client in person or by requesting copies of documents and to communicate with employees of the Client, with notice to Client, to determine the appropriateness of any present or past request(s) for information by Client. A failure to cooperate with an audit may result in the immediate termination or suspension of service.

### **4. Fees for Services**

A. Private Eyes Screening will charge a fee for each request made by Client, in accordance with Client’s current fee schedule. Private Eyes Screening reserves the right to change the fee charges upon thirty (30) day notice to Client. Applicable sales or other taxes will be added to all fees. Client understands that Private Eyes Screening may incur access charges imposed by automated systems, courts, and other governmental agencies which are passed along to Client in addition to fees. These costs are subject to change without notice.

B. Payment on all invoices will be due within thirty (30) days after billing. For any invoice not paid within thirty (30) days, Private Eyes Screening will add and collect a SERVICE CHARGE of three percent (3%) per month. Client agrees to pay Private Eyes Screening’s reasonable attorney fees and costs incurred in enforcing the terms of this Agreement and in the collection of amounts due under this Agreement.

### **5. Confidentiality of Information**

A. Information provided by Private Eyes Screening to its Client is considered confidential by law. Upon its receipt, Client shall treat the information as confidential. Such information shall be maintained in confidential files to which access is restricted. Only those employees who need such information to perform their job duties shall have access to the same. Client shall ensure that such employees shall not attempt to obtain any new consumer reports on themselves, family, friends or associates except in the exercise of their official duties. Client shall supply to Private Eyes Screening the name and phone number of the contact persons with whom Private Eyes Screening may discuss the reports furnished to Client. At the time that Client disposes of any report received it shall cause such to be destroyed by cross shredding,



burning or electronic destruction as required by regulations issued by the Federal Trade Commission.

B. Client shall designate to Private Eyes Screening in writing the name of an authorized person who shall be Client's main contact(s) for the screening services and who shall be responsible for the strict administration and control of Client's account identification numbers and passwords. This authorized person shall identify and authorize all Client account users and their respective access privileges, and promptly notify Private Eyes Screening of any changes of account users and/or if any account ID numbers or passwords become invalid, inactive or compromised in any manner. Client shall maintain reasonable and appropriate technical, physical, administrative and other organization precautions and security measures to protect against unauthorized access to and/or misuse of the Private Eyes Screening system and Reports. Private Eyes Screening may in its reasonable discretion and without penalty suspend and, upon written notice cancel, Client's account in the event Private Eyes Screening reasonably suspects or identifies any misuse of or unauthorized access to its system and/or Reports through Client's account.

## **6. Waiver and Release**

A. Client acknowledges that Private Eyes Screening relies totally on the information furnished by others. Private Eyes Screening also relies on the information contained in the records of various governmental agencies for other reports. Private Eyes Screening is not responsible for inaccurate or false information received from others and sent to Client. Client agrees to assert no claim and waives liability against Private Eyes Screening for any inaccurate or false information included in any report unless Private Eyes Screening had actual knowledge of the error and failed to correct it if it had the legal ability to alter such information.

B. Client agrees to hold Private Eyes Screening harmless and will indemnify Private Eyes Screening from all claims and losses resulting from Client's breach of this Agreement or violation of any applicable law. Private Eyes Screening agrees to hold Client harmless for all claims and losses arising from Private Eyes Screening's violation of any applicable law. Such indemnifications include all costs and reasonable attorney fees incurred by the indemnified party.

C. If the party seeking indemnification proposes to settle any claim it believes is subject to indemnification, it must notify the indemnifying party of such settlement and the indemnifying party must approve such settlement. Such approval shall not be unreasonable withheld. The indemnifying party can also disapprove of such settlement on the basis that the claim is not within those claims or losses covered by the indemnification. If the indemnifying party accepts the request to indemnify, but disagrees with the settlement amount, the indemnifying party shall take over the defense of the claim.

## **7. Misuse of Information**

The FCRA prohibits the obtaining of information from a consumer reporting agency for an impermissible purpose. Further, those involved in such improper requesting may be subject to criminal penalties of imprisonment up to two years and/or a fine of \$5,000 for each offense. 15 U.S.C. § 1681q. However, such punishments are subject to change as the FCRA is amended. Further the DPPA prohibits obtaining information under false pretenses and restricts the resale



or redisclosure of personal information contained in the state motor vehicle records. A violation of the DPPA may also result in criminal penalties. 18 U.S.C. § 2733(a). If a Client or one of its employees misrepresents to Private Eyes Screening the reason for a report or requests a report for an impermissible purpose, Private Eyes Screening may terminate service without notice in addition to other remedies available to Private Eyes Screening. Client understand that its misuse of or improper request for information may have a direct impact upon Private Eyes Screening and may cause it to be unable to obtain information for any of its clients resulting in substantial damages for which Client would be liable.

## **8. Non-Disclosure**

Neither party shall, during the term of this Agreement, and any extension thereof and for reasonable time thereafter disclose to another or use, unless authorized by the disclosing party, any of the disclosing party's "Confidential Information". The purpose of this section, "Confidential Information" shall mean all the party's prospect list, client information, any customer records/information, employee list, financial data, business plans, business strategies, proprietary software and any other information of a party disclosed by one party to the other. Notwithstanding anything to the contrary contained in this Agreement, the receiving party shall not be precluded from: a) the use or disclosure of any Confidential Information which is currently known generally to the public or which subsequently has come into the public domain, other than by way of disclosure in violation of this Agreement; b) the use or disclosure of any "Confidential Information" that becomes available to the receiving party on a non-confidential bases from a source other than the disclosing party, provided that such source is not known by the receiving party to have a legal obligation prohibiting the disclosure of such information; or c) the use or discloser of any Confidential Information that was developed independently by the receiving party, or d) the disclosure of the Confidential Information is required by law or legal process.

## **9. Termination of Agreement**

A. This Agreement will be effective for a three (3) year term effective from contract date and automatically renew indefinitely for one (1) year terms effective from date of expiration. Client may terminate this Agreement upon written notice to Private Eyes Screening within thirty (30) days prior to expiration or Agreement will automatically renew for a one (1) year term. Client will remain liable for all charges made to its account prior to termination and will promptly pay all sums due on termination.

B. Private Eyes Screening may terminate this agreement by providing a sixty (60) day written notice but upon the occurrence of the following events, Private Eyes Screening may, immediately and without notice, terminate or suspend this Service Agreement due to

- (i) Default in payment of charges for Private Eyes Screening Services;
- (ii) Misuse of information contained in a Private Eyes Screening report;
- (ii) Improper request for information;
- (iv) Failure of Client to comply with or assist Private Eyes Screening in complying with the FCRA or any other applicable law;
- (v) A material breach of this agreement or violation of any law or regulation governing the



request, use or release of the information in the reports by Client.

(vi) Unauthorized release of information in a consumer report to a third party or the reselling of any report.

#### **10. Notice of Change in Client's Business**

Client shall immediately notify Private Eyes Screening of any of the following events: change in ownership of the Client (over 50%), a merger, change in name or change in the nature of Client's business that in any way affects Client's right to request and receive consumer reports.

#### **11. Miscellaneous Provisions**

A. This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements, negotiations and representations. This Agreement may only be modified in writing signed by both parties; however, subsequent representations by Client to show compliance with existing or future laws are effective when signed by Client and become a part of this Agreement. This Agreement is for the exclusive benefit of the parties hereto and no benefit is intended for any third party.

B. All communications and notices to be given under this Agreement will be made to the addresses, street and email, and telephone number set forth herein. Each party will notify the other promptly of any change of address or telephone number.

C. The Agreement is intended to be subject to, and in compliance with, all applicable state and federal statutes and regulations. Insofar as this Agreement or any provision may subsequently be determined to be at variance or not in compliance with any such statute or regulation, it will be considered to be amended or modified to the extent necessary to make it comply, and Private Eyes Screening and Client hereby consent and agree to any such amendment or modification. Further, the invalidity of any one provision shall not affect the validity of the other provisions.

D. This Agreement is deemed to have become effective and to have been entered into upon acceptance in the State of Nevada by Private Eyes Screening. Therefore, this Agreement will be interpreted and enforced in accordance with the laws of the State of Nevada, without reference to its conflict of laws.

E. Private Eyes Screening may make changes to the software or methods used to provide service to Client and Client must make any necessary changes to maintain working connection to the service at Client's sole cost.

#### **12. Force Majeure**

Private Eyes Screening is not responsible for any events or circumstances beyond its control that prevent it from meeting its obligations, which include but are not limited to: war, riots, embargos, and strikes, disruptions in communications or acts of God.

**Premier-PP-SV-303**  
**Alliant Purchasing- AN3186**



PACKAGE PRICING

<b>Standard Criminal: \$26.00 *</b>
Social Security Trace County Criminal Search – All Counties, 7 Years Multi Jurisdiction Search Government Watch List Sex Offender Search
<b>Standard Criminal + 10 Panel: \$57.00 *</b>
Social Security Trace County Criminal Search – All Counties, 7 Years Multi Jurisdiction Search Government Watch List Sex Offender Search 10 Panel Drug Screen
<b>Standard Criminal + 9 Panel: \$56.00 *</b>
Social Security Trace Multi Jurisdiction Search Government Watch List Sex Offender Search 8 Panel + MQL Drug Screen

\*I understand that the above package(s) are the per name/per search base rate and do not include alias or AKA names, **unless otherwise specified below**, additional fees imposed by county courts including \$98 court fee for New York Statewide searches (OCA), \$10 court fee for Michigan ICHAT, automated verification fees, State MVR fees, education verification fees, etc. may occur. I understand that these additional fees will be passed through in addition to the base rate where applicable.

**ALIAS OPTIONS (PLEASE CHECK ONE)**

- No, do not search alias names
- Yes, search all aliases at the a la carte rate. I understand that each alias name will be charged per name per search where applicable.
- Yes, search all aliases and include the cost for **\$12.00 more per package.**
- By checking this box, I certify that I would like the Pre/ Post adverse action included in the above packages for the additional charge of \$5.00 per letter.



**ALLIANT PRICING FOR A LA CARTE**

Social Security Number Verification	\$2.85	Sex Offender Registry	\$2.85
Motor Vehicle Record*	\$3.80	Healthcare Sanction Search (OIG/GSA/excluded parties list)	\$3.80
Worker’s Compensation	\$5.70	Government Watch List (Terrorist Check)	\$5.70
Credit History	\$5.70	Employment Verification*	\$6.60
County Criminal*	\$6.60	Education Verification*	\$6.60
County Civil*	\$6.60	Personal/Professional Reference	\$6.60
Federal Criminal*	\$3.31	Professional License	\$5.70
Federal Civil*	\$3.31	I-9 Verification	TBD
State Criminal*	\$5.70	5 Panel Drug Screening (In-Network)	\$35.00
Multi-Jurisdiction Search	\$7.90	5 Panel Drug Screening (Out-Of-Network)	\$50.00
Bankruptcy Search	\$6.65	One Time Account Set Up Fee	Waived

*\*This is the per name/per search base rate and does not include alias or AKA names, additional fees imposed by county courts including \$98 court fee for New York Statewide searches (OCA), \$10 court fee for Michigan ICHAT, automated verification fees, State MVR fees, education verification fees, etc. may occur.*

**PRIVATE EYES SCREENING**

**CLIENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: Sandra James

Print: \_\_\_\_\_

Title: President/CEO

Title: \_\_\_\_\_

9080 Double Diamond Parkway #C

Address: \_\_\_\_\_

Reno, NV 89521