



CLIENT AGREEMENT

Fair Credit Reporting Act

All Consumer Reports will be prepared in accordance with the Fair Credit Reporting Act. User agrees to abide by the provisions of the Fair Credit Reporting Act. User understands that the information received from SafeCare shall be received as a Consumer Report from a Consumer Reporting Agency within the means of the Act.

CA Consumer Credit Reporting Agency Act:

CA users agree to abide by the provisions of the CA Consumer Credit Reporting Agency Act (Civil Code Section 1786, as amended September 2002,. User understands that the information received from SafeCare shall be received as a consumer report from a Consumer Reporting Agency within the means of the Act.

Confidentiality

All reports will be kept strictly confidential by SafeCare. User becomes the owner of all SafeCare reports submitted to it and may use, file or dispose of them in any manner not in violation of applicable laws. Except as required by law, no information from reports will be revealed by SafeCare to any person except those designated by the Client and its affiliated companies or agents whose duty requires them to have knowledge of the information acquired from SafeCare. Requests for report information from persons other than User will be referred to SafeCare for disclosure as provided under the Fair Credit Reporting Act. No searches will be conducted by SafeCare until SafeCare has written authorization from the applicant for such a search.

Liability

We have taken all reasonable steps to ensure the completeness and accuracy of this report. However, for various reasons, including incomplete data provided by the courthouses, DMV and other publishers of information used for our Application Verification Reports, we cannot warrant that this report is error free or complete. AS A RESULT, NO WARRANTIES ARE EXPRESSED OR IMPLIED IN THIS REPORT. This report is valid only for the applicant's name, DOB and social security number listed therein. If the name, social security number, DOB or drivers license number which were the subject of this report are changed, even slightly, a new search should be conducted. Client is responsible for determining the true identity of the candidate. Any damages arising out of the use of an erroneous report are limited to the fee paid for the report.

Indemnification

Client shall hold SafeCare and its employees, agents, and independent contractors harmless on account of any expense, damage, or liability arising from the usage of this report except where gross negligence was found to be the cause of such liability.

Independent Contractor

In the performance of the services contracted for, SafeCare shall be considered solely as an independent contractor, and nothing herein shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venturer as between SafeCare and User. Except as provided herein, SafeCare shall have no right or authority to act for User, and shall not attempt to enter into any contract, commitment, or agreement, or incur any debt or liability, in the name of or on behalf of User.

Legal Action

If any legal action is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees from the other party.

Agreement Not to Resell to a Third Party

Client agrees not to resell the credit reports to a third party.

Payment

Payment is due at the time that the report is completed. Payment is due for any and all searches conducted at the client's request regardless of the information obtained from each search.

Setup Fee

For clients with less than 100 employees, client agrees to pay a one time set up fee of \$75.00.

Type of Business

Type of Business _____

Years in Business: _____

Certify the Permissible Purpose

Permissible Purpose for credit report/SS Trace

_____pre-employment screening

I hereby acknowledge that I have read and understand the above agreement. I have read and understand the "Access Security Requirements" document and will take all reasonable measures to enforce them within my facility.

Signature

Title

Company

Date