



PRE-EMPLOYMENT SCREENING SERVICES

11403 Cronridge Drive, Suite 232 Owings Mills, MD 21117 Phone (800)469-4473 Fax (800)675-4473 email@air-prehire.com

Business information (Address must be the physical location of the company)

Business Name of User: \_\_\_\_\_

Business Type:  Corporation  Partnership  LLC  LLP  Sole Proprietorship

Address: \_\_\_\_\_
Street City State Zip

Primary Contact Name: \_\_\_\_\_
First Last Title

Phone #: \_\_\_\_\_ Ext: \_\_\_\_\_ Fax#: \_\_\_\_\_ Email: \_\_\_\_\_

Account Set-Up Specifications

Nature of Business: \_\_\_\_\_

Please state the specific purpose for which you intend to use the information provided by Air Pre-Employment Screening Services, Inc.  Employment Purposes  Tenant Screening  Other (if other, please explain below)

How would you like to place background report orders?  Internet  Fax  Email  U.S. Mail

Billing Information:

Billing Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_ Ext: \_\_\_\_\_ Email: \_\_\_\_\_

Billing Address: \_\_\_\_\_
(If different from above) Street City State Zip

Federal Tax I.D. Number \_\_\_\_\_

Or

Social Security Number \_\_\_\_\_

Method of Payment:

Credit Card Card Type  Visa  MasterCard  American Express

Credit Card Number \_\_\_\_\_

Expiration Date \_\_\_\_\_

Cardholder Name \_\_\_\_\_

Billing Zip Code \_\_\_\_\_

Monthly Statement - Terms Net 30

Receive Statement Via:  U.S. Mail  Email  Internet

Special Requests \_\_\_\_\_

Please complete and return all pages of this agreement

Initials: \_\_\_\_\_

# Service Agreement

## Terms and Conditions – Consumer Report End User Agreement

This agreement by and between AIR Pre-Employment Screening Services, Inc. ("AIR") and \_\_\_\_\_ ("End User") and effective on \_\_\_\_\_ ("Effective Date") is binding while superceding all previous agreements entered into between End User and AIR Pre-Employment Screening Services, Inc.

<p><b>End User agrees and certifies to:</b></p> <ol style="list-style-type: none"> <li>1) Use the services of and the reports received from AIR in strict compliance with all provisions of the Fair Credit Reporting Act (FCRA), Public Law 91-506, Driver's Privacy Protection Act, Public Law 106-69, Americans with Disabilities Act (ADA), and all other applicable federal and state laws and regulations including federal and state equal opportunity laws and regulations.</li> <li>2) Review the Fair Credit Reporting Act and comply with all legal obligations as outlined in said act. FCRA can be view at <a href="http://www.air-prehire.com/fcra">www.air-prehire.com/fcra</a>.</li> <li>3) Use the information provided by AIR for the End User's exclusive use only, except to disclose said information to the subject of the report, and for employment purposes only, and only in accordance with applicable law.</li> <li>4) User is the "End User" of the information provided AIR and will not further sell said information to any third party.</li> <li>5) Make a clear and conspicuous disclosure to the applicant or employee, in writing and in a separate document, that a consumer report may be obtained for employment purposes.</li> <li>6) Make a clear and accurate disclosure to the applicant or employee if an investigative consumer report (reference check) will be obtained, including a statement informing the subject of the report that additional information is available if requested.</li> <li>7) Obtain the proper written authorization from the applicant or employee for any consumer report prior to requesting a report. Provide a copy of the signed authorization to the consumer.</li> <li>8) Provide proper notice to the applicant or employee, a copy of the report obtained, and a Summary of Rights, as required by the FCRA, if an adverse decision regarding employment is going to be made due to the information obtained from AIR.</li> <li>9) Ensure that reports will be requested only by User's designated representatives and forbid employees from obtaining reports on themselves, associates or any other person except in the exercise of their official duties.</li> <li>10) Recognize that information is obtained and managed by fallible sources, and that for the fee charged, AIR does not guarantee or insure the accuracy or the depth of information provided.</li> </ol>	<p>User understands that AIR shall use its best efforts in performing the services contracted for and to report the results to the User in a prompt and timely manner. AIR will conduct a search based on the information the User provides. Due to the nature of the various court systems, state and federal repositories and record keeping, all criminal activity may not be reported. The person indicated in the search, may have used other names other than those provided by User or may have committed an offense in a location or type not covered by the search. AIR does not warrant or imply, in any way that this search discloses all criminal activity in which this person may have been involved.</p> <ol style="list-style-type: none"> <li>10) Assume responsibility for the final verification of the applicant's identity.</li> <li>11) Recognize that once AIR has delivered your client number to the main contact person listed on this agreement, that the security and dissemination of this unique client number is the responsibility of the person signing this agreement. AIR will not release information or take orders for service unless the client number is provided.</li> <li>12) Pay for services based on a statement system listing orders by report number, date, name, charges, etc. Terms are net 30 days from date of statement. Accounts in arrears will assume a finance charge of 1.5% per month. If an account goes to collection, User agrees to pay all expenses including reasonable legal fees.</li> <li>13) Provide credit information on User as may be requested by AIR during the course of this agreement.</li> <li>14) Be aware that, if an account remains inactive for 12 consecutive months, it may be closed and a new User Agreement may be required to reopen the account.</li> <li>15) Acknowledge that a facsimile of this agreement is as valid as an original.</li> </ol> <p><b>Motor Vehicle Records Information Obligations:</b></p> <ol style="list-style-type: none"> <li>1) Shall use MVR only for "employment purposes" as contemplated by the FCRA and any applicable state law.</li> <li>2) Is qualified to do business and validly holds all licenses required to operate User's business in all states where User conducts business and/or has employees.</li> </ol>
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Please complete and return all pages of this agreement

Initials: \_\_\_\_\_

**Motor Vehicle Records Information Obligations:**

- 3) Shall use MVR only for "employment purposes" as contemplated by the FCRA and any applicable state law.
- 4) Is qualified to do business and validly holds all licenses required to operate User's business in all states where User conducts business and/or has employees.
- 5) Will comply with all federal and state laws related to the use and review of MVR's, including the Driver's Privacy Protection Act found at 18 U.S.C. Section 2721 et seq. (DPPA)
- 6) Will not use MVR to build its own database or copy or otherwise reproduce the MVR except in connection with the review of the applicant.
- 7) Will not sell, distribute or disseminate the MVR, in or in part, to any third party and shall use the MVR solely as an End User.

**Indemnification:**

- 1) User shall indemnify, defend and hold AIR harmless from and against any and all claims, demands, costs, expenses and liabilities of any or nature whatsoever, including, without limitation, reasonable attorney's fees and costs, which may be incurred by AIR based upon the illegal or wrongful use by the User information (Consumer Report) supplied by AIR, the gross negligence or intentional wrongdoing by User in connection with the use of this information (Consumer report), frivolous lawsuits brought by User's applicant/employee, or the User's failure to comply with it's obligations under the FCRA or other applicable laws in connection with the procurement or use of the consumer report.

Understand that in order to remain in compliance with laws and regulations governing consumer reporting agencies, AIR may make modifications to this agreement from time to time. These modifications may be mailed to the User and the User's use of AIR's services after the date specified in the communication will be construed as your agreement and implied consent to these modifications

**AIR Pre-Employment Screening Services, Inc. agrees to:**

- 1) Comply with all applicable laws in the preparation and transmission of reports as defined in 15 U.S.C.-1681 et seq, 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 any disputed report when either the User or Subject makes a request in accordance with applicable law. AIR's response shall be made in writing and delivered in a timely manner.

- 4) Maintain consumer report 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 receive a copy of the report ordered by the User when a lawful request is made to AIR.
- 5) Provide all information to the consumer as required by the Fair Credit Reporting Act.
- 6) All reports, whether oral or written, will be kept strictly confidential by AIR. User becomes the owner of all AIR reports submitted to and may use, file, or dispose of them in any manner not in violation of applicable laws. Except as required by law, no reports will be revealed by AIR to any person except those designated by the User. Requests for report information from persons other than the user will be referred to AIR for disclosure as provided under the Fair Credit Reporting Act or other applicable laws.

**Independent Contractor:**

- 1) In the performance of the services contracted for, AIR 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 ventures as between AIR and User.
- 2) Except as provided herein, AIR 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, of any nature, in the name of or on behalf of User.

**Term and Termination:**

- 1) The term of this agreement shall begin on the effective Date and will continue for a period of (one) 1 year from the Effective Date unless earlier terminated, renewed or extended in accordance with the terms of this Agreement. This Agreement will renew automatically for successive (one) 1 year periods unless either party gives written notice to the other party of its intent not to renew no less than (thirty) 30 days prior written notice, subject to a (thirty) 30 day right to cure.
- 2) Either party may terminate this Agreement without cause by providing (ninety) 90 days prior written notice, or terminate with cause, as defined as a material breach of this Agreement, with (thirty) 30 days' prior written notice, subject to a (thirty) 30 day right to cure.

**Indemnification:**

- 1) AIR shall indemnify, defend and hold User harmless from and against any and all claims, demands, costs, expenses and liabilities of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees and costs, which may be incurred by User to a third party, based upon the gross negligence or intentional wrongdoing by AIR in preparing and transmitting the consumer report.

Please complete and return all pages of this agreement

Initials: \_\_\_\_\_

**Acceptance:**

User has read, understands and agrees to the terms and conditions as stated in all sections of this service agreement.

AGREED:

**User**

**AIR Pre-Employment Screening Services, Inc**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_