



Company Information

Company Name (Consumer):

Address:

City: State: Zip:

Mailing Address:

City: State: Zip:

Business Telephone: Extension: Fax Number:

Federal ID Number: Year Business Established:

Type of Business: Number of Employees:

Contact Person (s)

Primary Contact Person: Position:

Phone Number: Extension: Email:

Secondary Contact Person: Position:

Phone Number: Extension: Email:

Intended Use and Use of Services

Name of company, , herein referred to as Consumer. Consumer agrees to use the services of and the reports received from National Employee Screening Services, LLC in compliance with all provisions of the Fair Credit Reporting Act (FCRA), Public Law 91-508, the Americans with Disabilities Act (ADA 1990), the Driver Privacy Protection Act (DPPA), Public Law 103-322 and all other applicable federal and state laws and regulations including federal and state equal opportunity laws.

Consumer agrees to only request background screening reports from National Employee Screening Services, LLC for the sole purposes of pre-employment and employment verification and screening of its employees. No information will be requested from National Employee Screening Services, LLC unless it is for a background check on a prospective employee or current employee of the Consumer. Consumer agrees it will not resell or use this information outside the scope of its employment of personnel.

Consumer agrees that all reports will be kept strictly confidential. Except as required by law, no information from reports will be revealed to any other person, except a person whose duty it is to pass on the information in relation to which the report was ordered. Consumer agrees to be responsible for maintaining the security of all account numbers and passwords assigned to him/her.

Consumer agrees that it will be responsible for making sure its employees are knowledgeable regarding all laws and regulations, including any applicable state requirements related to record keeping and retention of information, including proper authorization, and shall comply with same before ordering any reports from National Employee Screening Services, LLC. Consumer agrees that:

It has disclosed to the prospective employee or current employee in writing and in a separate document that a credit report will be ordered by the Consumer. Consumer must be aware of the Fair Credit Reporting Act (FCRA) regulations to determine if it is legal under federal and state laws to order a credit report before ordering a report on a prospective employee or current employee. Consumer will obtain a written consent from the applicant or employee, as required by the Fair Credit Reporting Act (FCRA) before ordering the report.

Before denying a job or taking any adverse action, it has shown the report and provided a copy of the FCRA "Summary of Consumer Rights" notice to the applicant or employee and it has not violated any applicable federal or state equal employment opportunity law or regulation.



Consumer agrees that when refusing to hire someone, based in whole or in part on reports received from National Employee Screening Services, LLC that it has notified the applicant of the "adverse action" and it has provided the applicant information regarding his/her rights.

Consumer agrees to keep a copy of the signed written applicant or employee consent for a period of five (5) years and agrees to provide National Employee Screening Services, LLC with a copy of the signed consent within twenty-four (24) hours should a request be made. Failure to comply with FCRA requirements can result in state or federal enforcement actions, as well as private lawsuits. National Employee Screening Services, LLC may perform compliance audits and Consumer agrees to provide information as requested.

Consumer agrees that National Employee Screening Services, LLC shall not be liable to Consumer or any other person or entity for any lost profits, claims, suits, damages, fines or penalties of any kind or nature and expressly agrees to hold National Employee Screening Services, LLC its officers, employees and stockholders harmless from and indemnify it for any loss or expense, including attorney fees, as a result of such claims, suits, damages, fines or penalties.

Consumer understands and agrees that the accuracy of any information furnished is not guaranteed by National Employee Screening Services, LLC and agrees to release National Employee Screening Services, LLC, its officers, employees, stockholders, independent contractors from any and all liability, including without limitation, liability or damage from any negligence in connection with procuring, collecting, preparation or communication of such reports, and from any loss or expense suffered by Consumer resulting directly or indirectly from these reports.

Consumer further agrees to pay for all information reports, products and services ordered and processed by National Employee Screening Services, LLC at the time it is ordered. Your account will be charged in full or in part at the time an order is placed. National Employee Screening Services, LLC may at its option discontinue service to any Consumer whose account is not kept current.

This agreement may be canceled by the Consumer and or National Employee Screening Services, LLC at any time with or without cause and services terminated. Consumer must send a certified letter (phone call will not be accepted) indicating Consumer wishes to terminate this contact and provide date of termination of contract. Date of termination may not be any sooner than the date of postmark. However, such cancellation shall not terminate the Consumer's obligation to pay for services previously rendered up to the cancelation of this contract.

The person, who signs this agreement, as well as the Consumer, certifies that by signing this agreement the person represents and warrants that he/she is authorized to execute this agreement on behalf of the Consumer.

I have read and understand this agreement; The Federal Driver Privacy Protection Act (DPPA) and the Fair Credit Reporting Act (FCRA) "Notice to Users of Consumer Reports." I certify that our business use of all information provided by National Employee Screening Services, LLC will be subject to this agreement, the provisions of the DPPA as indicated above, and in compliance with the FCRA where applicable. If the nature of your business or use of information changes, it is the Consumer's responsibility to contact National Employee Screening Services, LLC and complete a new agreement. This agreement cannot be changed or modified without the express prior written permission of National Employee Screening Services, LLC.

Our fees will remain the same unless we notify you of a change. When ordering background checks there maybe court, state and educational institution fees. These fees are beyond our control. These fees will be posted online in your user account under court, state and educational institution fees. It will be the Consumer's responsibility to make note of any changes in those fees. Your account will be charged each time you run a background screening unless other arrangements have been made and noted in this contract.

Credit Card Account Number: Security Number (Back of Card):

Expiration Date: Type of Card: Name of Cardholder:

Billing Address for Card:

City: State: Zip Code:

Signature of Cardholder: X Date

Print Name: Position:

Signed By Authorized Person: Date

Please email this application back to us at info@nessaccess.com or fax back at (703) 650-9740
If you have any questions please call our toll-free number at (800) 380-0940 between 9 a.m. to 6 p.m. After hours please feel free to leave a message and we will get back to you on the following business day. Please email your completed application to info@nessaccess.com