



Employer Agreement

(Terms for Consumer Report User Agreement)

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This agreement by and between Superior Employment Screening and _____
(User) and/or its designated agent(s) consists of the following
understandings and conditions:

User Certifies and agrees to:

1. Use the services of and the reports received from Superior Employment Screening in strict compliance with the Fair Credit Reporting Act (FCRA), Public Law 91-508, the American with Disabilities Act (ADA 1990), and all other applicable federal and state laws and regulations including the federal and state equal opportunity laws and regulations.
2. Use the information provided by Superior Employment Screening for the 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.
3. 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.
4. 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.
5. Obtain the proper written authorization from the applicant or employee for any consumer report prior to requesting any report.
6. 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 information in any report obtained from Superior Employment Screening.
7. 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.
8. Recognize that information is obtained and managed by fallible sources, and that for the fee charged, Superior Employment Screening does not guarantee or insure the accuracy or the depth of information provided.
9. Assume responsibility for the final verification of the applicant's identity.
10. Base employment decisions or any actions on the User's lawful policies and procedures and recognize that Superior Employment Screening employees are not allowed to render any legal opinions regarding information contained in a consumer report.
11. Pay for services requested. Terms are NET 30 days. If an account goes to collection, User agrees to pay all expenses, including reasonable legal fees.
12. Provide credit information on User as may be requested by Superior Employment Screening during the course of this agreement.
13. Be aware that, if an account remains inactive for twelve consecutive months, it may be closed and a new User Agreement may be required to reopen the account.
14. Acknowledge that a facsimile of this agreement is as valid as an original.
15. Recognize that in order to remain in compliance with laws and regulations governing consumer reporting agencies Superior Employment Screening may make modifications to this agreement from time to time. These modifications may be mailed to the User and the User's use of Superior Employment Screening's services after the date specified in the communication will be construed as your agreement and implied consent to these modifications.

