

CREDIT BUREAU AGREEMENT

Required Terms for Agreement Between Reseller and End User for Consumer Reports for Employment Purposes

1. End User is a _____ (type of business) and has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes").
2. End User shall consent to a professional physical inspection of their business premises that will include, but is not limited to: viewing employment environment to determine legitimacy of professed business, taking photos of building and signage, gathering of business collateral, determining permanency of office space, and reviewing appropriate licenses. Subscriber agrees to pay the \$100 fee for this required procedure.
3. End User shall request Consumer Credit Report for Employment Purposes pursuant to procedures prescribed by Reseller only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose.
4. End User certifies that it will not request a Consumer Credit Report for Employment Purposes unless:
 - a. A clear and conspicuous disclosure is first made in writing to the consumer by End User before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes;
 - b. The consumer has authorized in writing the procurement of the report; and
 - c. Information from the Consumer Credit Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
5. End User further certifies that before taking adverse action in whole or in part based on the Consumer Credit Report for Employment Purposes, it will provide the consumer with:
 - a. A copy of the Consumer Credit Report for Employment Purposes; and
 - b. A copy of the consumer's rights, in the format approved by the FTC.
6. End User shall use Consumer Credit Report for Employment Purposes only for a one-time use, and shall hold the report in strict confidence, and not to disclose it to any third parties not involved in the employment decision.
7. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
8. The FCRA provides that any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18 of the United States code or imprisoned not more than two years, or both.
9. With just cause, such as delinquency or violation of the terms of the End User's contract or a legal requirement, or a material change in existing legal requirements that adversely affects End User's Agreement, Reseller may, upon its election, discontinue serving the End User and cancel this Agreement immediately.

LEGAL NAME: _____

dba: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

LEGAL NAME: **L & R MORAN, INC.** _____

dba: **HIRE LEVEL** _____

SIGNATURE: _____

NAME: **ERIN TAYLOR** _____

TITLE: **VP OPERATIONS** _____

DATE: _____