



## *Employee Screening Services*

### **Agreement for Service**

The undersigned, desiring to receive consumer information through The Phillips Agency, Inc a provider of consumer credit information, agrees that all consumer credit information received through The Phillips Agency, Inc will be received subject to the following conditions

Information will be requested only for our exclusive use. **All consumer credit information will be held in strict confidence** except to the extent that disclosure to others is required by law. Consumer credit information on employees will be requested only by our designated representatives and **employees will be forbidden to attempt to obtain reports on themselves, associates or any other persons except in the exercise of their official duties.** We agree not to disclose consumer credit information to the subject of the information but to refer the subject to The Phillips Agency, Inc for disclosure.

We agree to hold The Phillips Agency, Inc and their reporting agencies, including but not limited to Equifax Services harmless on account of any expense or damage arising or resulting from the publishing or other disclosure of consumer credit information contrary to these conditions by us, our employees or agents contrary to the conditions of paragraph 2 or applicable law.

Recognizing that information is secured by and through fallible human sources and that for the fee charged, The Phillips Agency, Inc or Equifax cannot be an insurer of the accuracy of the information, we understand and agree that the accuracy of any consumer credit information furnished is not guaranteed by The Phillips Agency, Inc or Equifax, and subscriber releases The Phillips Agency, Inc, Equifax and their reporting agencies, employees, and independent contractors from liability for any negligence in connection with the preparation and presentation in connection with the information of such reports and from any loss or expense suffered by subscriber directly or indirectly from Equifax and The Phillips Agency, Inc information.

All consumer credit information will be charged to the undersigned by The Phillips Agency, Inc, which is responsible for paying for the cost of the consumer credit information.

This agreement may be terminated, in writing, by either party, however the obligations and agreements of the undersigned set forth in the second, third, and fourth paragraphs above will remain in force.

Subscriber certifies that consumer report information, as defined by the Federal Fair Credit Reporting Act, 15U.S.C. 1681 et seq. ("FCRA"), will be ordered only when subscriber intends to use the credit information or consumer reports; (a) in accordance with the FCRA and all State law Counterparts, and (b) for one of the following permissible purposes: (i) in connection with a credit transaction involving the consumer on whom the consumer report is to be furnished and involving the extension of credit to or, review or collection of an account of, the consumer, (ii) in connection with the underwriting of insurance involving the consumer, (iii) as a potential investor for services, or current insurer, in connection with a valuation of, or an assessment for the credit or prepayment risks associated with an existing credit obligation; (iv) when subscriber otherwise has a legitimate business need for the account to determine whether the consumer continues to meet the terms of the accounts; (v) in accordance with the written instructions of the consumer to whom it relates; or (vi) for employment purposes. Subscriber will use each consumer report ordered from under this agreement for one of the foregoing purposes and for no other purpose.

\_\_\_\_\_ (a) in connection with a credit transaction involving the consumer on whom the information is to be furnished and involving the extension of the credit to, or review or collection of an account of the consumer, or

\_\_\_\_\_ (b) for employment purposes, or

\_\_\_\_\_ (c) in connection with the underwriting of insurance involving the consumer

(To be initialed by the person signing on behalf of Subscriber)

It is recognized and understood that the Fair Credit Reporting act provides that anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency (such as The Phillips Agency, Inc) under false pretenses shall be fined not more than \$5000 or imprisoned not more than one year or both.

Subscriber agrees to take all necessary measures to prevent unauthorized use of the information provided by The Phillips Agency, Inc and will establish and enforce policies whereby our employees are forbidden to obtain information on themselves or associates. We further agree that if the information is obtained for employment purposes that such reports will be ordered and obtained only pursuant to The Phillips Agency, Inc employment report request procedures.

This agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to its conflicts of laws provisions. This agreement constitutes the conditions with The Phillips Agency, Inc, of receiving consumer Credit information and no changes in this Agreement may be made except in writing by an officer of The Phillips Agency, Inc. The undersigned is a duly authorized representative with all powers required to execute this Agreement.

Arrests are not Convictions; Verification of accuracy should be performed before adverse action is taken based on the findings of a Criminal Arrest(s) and/or Convictions(s). The information provided in a Phillips Agency, Inc report may or may not be the applicant's total Criminal History.

\_\_\_\_\_ We have read and understand this agreement  
(To be initialed by the person signing on behalf of Subscriber)

\_\_\_\_\_ We have read the Fair Credit Reporting Act and understand the Fair Credit Reporting Act Requirements of users of consumer reports and the penalties for obtaining consumer reports information under false pretenses.  
(To be initialed by the person signing on behalf of Subscriber)

Payment for services are due and payable upon receipt of invoice. Interest will be added to any outstanding invoice as necessary for invoices older than 30 days, interest will be retro active to the original due date at the rate that is prescribed and/or allowed by law.

### **Certification to Phillips Agency, Inc**

\_\_\_\_\_ (the "Company") hereby certifies that:

- ! Any consumer report, investigative consumer report, or information the Company obtains from **[PHILLIPS AGENCY, INC.]** will only be used for employment purposes and will comply with all applicable state and federal laws in using the information to make employment decisions.
- ! Prior to attempting to procure information on an individual, the Company has made a clear and conspicuous written disclosure (in a document that consists solely of the disclosure and authorization) to the individual that a consumer report and/or investigative consumer report will be obtained for employment purposes.
- ! The Company has obtained written authorization from the individual permitting the Company to procure a consumer report and/or investigative consumer report on the individual.
- ! Prior to taking any adverse action against an individual based in whole or in part on information in a consumer report and/or investigative consumer report, the Company will provide the individual with (a) a copy of the individual's report and (b) a summary of the individual's rights under the Fair Credit Reporting Act;
- ! The Company is the end-user of the consumer report; and
- ! The Company will not use any consumer report in a manner that violates any federal or state equal opportunity law or regulation.

**Subscriber:**

Firm/Company/Trade/Individual Name: \_\_\_\_\_

Management/Corporate/Parent Company Name: \_\_\_\_\_

Tax ID or Social Security #: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address for Billing: \_\_\_\_\_

Email address for results: \_\_\_\_\_

Send Invoice by:  Email  Fax

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

I agree that I am responsible and/or authorized to bind my company/firm to the charges for services we use. In addition I may be personally held responsible for charges that are not allowed by my company or fraudulently used on behalf of myself or the company's failure to abide by agreement for services. A credit report, criminal report, and/or other sources may be accessed for verification purposes. I also agree to the terms set forth under the section labeled "Certification to Phillips Agency, Inc."

Authorized Agent/Officer Signature: \_\_\_\_\_

Print: \_\_\_\_\_

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