



Application for Services
with Net Check Investigations
California P.I. 21529

Net Check Investigations
601 S. Glenoaks Blvd, #409
Burbank, CA 91502
info@netcheckpi.com
Toll free: 888 638-2432
Fax: 818 748-1969

Legal Business Name: _____ **DBA Name:** (if applicable): _____

Type of Business (describe in detail): _____

Physical Address: _____

Mailing Address (if different): _____

Business Telephone: _____ **ext.** _____ **Fax No.:** _____

How did you hear about us? _____

Check the appropriate type of services needed:

Employment Screening **Due Diligence** **Legal Services** **Driving Records**

FEIN: _____ **State Headquartered:** _____ **Date Established:** _____

Sole Ownership **Partnership** **Corporation/LLC** **Public Agency**

Primary Contact: _____ **Phone:** _____ **E-mail:** _____

Payables Contact: _____ **Phone:** _____ **E-mail:** _____

My company has Errors and Omissions coverage. (If yes, fax a copy of coverage with this Application)

My company does not have Errors and Omissions coverage. _____
Sign/Title _____ Date _____

Professional/Occupational License #: _____ **State:** _____ **Expires:** _____

Decision Makers: List below two individuals, partners, or corporate officers that most influence company policies and activities.

Name (Last, First, MI)	Title	Cell Phone No.
_____	_____	_____
_____	_____	_____

Initials _____



Conditions of Services
with Net Check Investigations
California P.I. 21529

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SERVICE AGREEMENT

THIS AGREEMENT is between NET CHECK INVESTIGATIONS (“NCI”), a National Consumer Reporting Agency, as defined in the Fair Credit Reporting Act (FCRA), and California licensed Private Investigations firm with its principal place of business in Burbank California, and _____ (“CLIENT”) with its principal place of business located in the city of: _____ State: _____

1. Services Rendered by NCI

1.1 CLIENT represents that it is an existing business with the legitimate need for consumer reports offered by NCI. Upon request and relying upon CLIENT’s representations that it has a legitimate purpose for information, NCI will provide services and consumer reports to CLIENT. CLIENT will request reports only for one of the following purposes: insurance underwriting, employment/retention/promotion, due diligence research, granting credit, collection of an account, in connection with a business transaction, or when initiated by the individual who is the subject of the report.

1.2 NCI will only furnish consumer reports for a permissible purpose under the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq. (“FCRA”) and the Driver Privacy Protection Act, 18 U.S.C. §2721 et seq. (“DPPA”). CLIENT specifically represents that reports will only be obtained for its own use and it is the end user of these reports.

1.3 It is the responsibility of CLIENT to be knowledgeable about and to comply with the FCRA, DPPA, and other regulations including the Gramm-Leach-Bliley Act, Federal Trade Commission (FTC) record storage, disposal and deletion guidelines, laws and policies, and other applicable Federal, State, and local laws regulating the release, safeguard, and use of such consumer/DPPA reports. A separate FCRA Addendum to this Agreement, called "FCRA User Agreement," is for CLIENT review and for authorized signature.

1.4 CLIENT is aware that confidential and private records and data may be accessed by NCI, whereas NCI will only report information pertinent and appropriate in accordance with State and Federal laws.

1.5 In order to initiate a DPPA, consumer, or investigative report, CLIENT must fax/e-mail to NCI or promise to already possess a signed FCRA Disclosure and Authorization for each individual being searched by NCI.

2. Confidentiality of Information

2.1 Information provided by NCI to its CLIENTs is considered confidential by law. Upon its receipt, CLIENT shall treat the information as private and confidential. Such information shall be maintained in confidential files and databases to which access is restricted and safeguarded.

Initials _____

SERVICE AGREEMENT with NCI (continued 2/5)

2.2 Only those who need such information to perform their responsibilities shall have access to the same. CLIENT shall supply and maintain current to NCI the name, e-mail address, and phone number of the contact person or persons representing CLIENT with whom NCI may discuss the contents of reports furnished to CLIENT or to verify information furnished by CLIENT.

3. Compliance with Applicable Law

3.1 The laws relating to the furnishing and use of information are subject to change. It is the responsibility of CLIENT to become knowledgeable in such laws and to comply with them. The failure to comply with current applicable law may result in a breach of this agreement, termination of service, and civil and criminal liability. NCI does not undertake any obligation to advise CLIENT of its legal duties.

3.2 CLIENT agrees to promptly execute and return to NCI all documentation required, now or in the future, by any government agency, and permits NCI to release information to ensure compliance with applicable laws or regulations. Further, CLIENT agrees to allow NCI to conduct routine and specific audit inspections to verify that requests are being sought for permissible purposes. The failure to provide/cooperate regarding such documentation may result in CLIENT being blocked from receiving new reports, and, in some circumstances, all services may be terminated by NCI without additional notice.

3.3 CLIENT understands and shall furnish to any person contesting results provided by NCI a Pending Adverse letter within three (3) days of any protest, which allows the person contesting to have his or her situation reviewed and re-verified by NCI at no additional cost. Further, CLIENT understands that it shall issue to any person not hired, when due solely or in part to the results of an NCI consumer report, an Adverse Letter to the applicant within five (5) days of the decision not to hire.

4. Responsibility for Information

4.1 CLIENT acknowledges that NCI relies totally on the information contained in the records or communicated by officials of various governmental agencies and data reporting services for its reports. NCI is not responsible for reporting information that later is determined to be inaccurate or false. CLIENT agrees to assert no claim and waives all liability against NCI for any inaccurate or false information included in any report unless NCI had actual knowledge of the error and had failed to correct it.

4.2 CLIENT will pay for all liabilities, damages, and expenses incurred by NCI as a result of CLIENT's breach of this Agreement or CLIENT's failure to comply with the FCRA or other applicable laws. Further, CLIENT agrees to hold NCI harmless and indemnify NCI from all claims and losses resulting from CLIENT's breach of this Agreement, for CLIENT's violation of any applicable law, or for any search NCI conducted in good faith and by routine NCI procedure or simple error that was incorrectly reported. NCI agrees to hold CLIENT harmless for all claims and losses arising from NCI knowingly violating of any applicable law.

5. Misuse of Information

The FCRA prohibits the obtaining of information from a consumer reporting agency for an impermissible purpose, i.e. reasons other than those listed in paragraph 1.1 above. Further, those involved in such improper requests may be subject to criminal penalties of imprisonment up to one year and/or a fine of

Initials _____

SERVICE AGREEMENT with NCI (continued 3/5)

\$5,000 for each offense as per 15 U.S.C. § 1681q. The DPPA prohibits obtaining information under false pretenses and restricts the resale or re-disclosure of personal information contained in state motor vehicle records. A violation of the DPPA also may result in criminal penalties at 18 U.S.C. § 2733(a). If CLIENT, their employee, or their agent misrepresents the reason for a report to NCI or requests a report for an impermissible purpose, NCI may terminate service without notice and NCI may seek other legal remedies.

6. Use of NCI Logo and NCI *Investigator Verified Seal*™

6.1 CLIENT acknowledges that NCI Logo and NCI *Investigator Verified Seal*™ are the exclusive property of NCI. NCI may permit CLIENT to use/post these in conjunction with advertising, electronic communications, and other promotional activity only if CLIENT promises that all the following and ongoing conditions are followed:

- I. That CLIENT screens all job candidates, who may have direct personal service contact with CLIENT's patrons and customers or their private information, through NCI at the Comprehensive Criminal Search level or higher prior to but not later than three (3) days after hire by CLIENT.
- II. That CLIENT re-screens all employees and staff, who may have direct personal service contact with CLIENT's patrons and customers or their private information, through NCI at the Comprehensive Criminal Search level or higher prior to but not later than the anniversary month every two (2) years from their dates of hire.
- III. That CLIENT demonstrates comprehensive screening of all existing employees and staff, who may have direct personal service contact with CLIENT's patrons and customers or their private information, was conducted by a state licensed investigations agency, or agrees to re-screens them through NCI at the Comprehensive Criminal Search level before said seal and logo are used by CLIENT.

6.2 Falsely promoting that an employee has been screened for criminal conduct places the public, patrons, and CLIENT staff in jeopardy. Such false claims mislead persons to believe that safety measures are being conducted. This is an unsafe action and also damages the reputation and standing of NCI by these misrepresentations. Should CLIENT elect to use/represent NCI Logo and NCI *Investigator Verified Seal*™ in any way, CLIENT then expressly agrees to pay to NCI within thirty (30) days from written notice by NCI a penalty in the amount of \$3,500.00 for each individual that is not screened or re-screened as stated in Section 6.1 above. In addition, CLIENT agrees to compensate NCI for any legal fees, court costs, enforcement activities, damages, loss of reputation, other costs, and to pay punitive damages, arising from non-compliance.

7. Termination of Agreement

7.1 CLIENT may terminate this Agreement at any time upon written notice to NCI or by simply ceasing new requests. Nevertheless, CLIENT remains liable for all charges made to its account prior to account termination and agrees to promptly pay all sums due within 30 days of any NCI invoice and to pay the balance of Monthly Subscription amounts as promised by CLIENT if said subscription is as of yet unexpired.

Initials _____

SERVICE AGREEMENT with NCI (continued 4/5)

7.2 CLIENT agrees to make timely payments for NCI services to NCI, whereas NCI may suspend or terminate services if payment has not been received after thirty-five (35) days of issuance of any NCI invoice.

7.3 Should NCI terminate or suspend CLIENT services at any time and for any reason, CLIENT hereby agrees within three (3) business days to immediately remove all NCI Logos and NCI *Investigator Verified Seal*™ associated with CLIENT, to include all such postings, website representation, materials, and promotions or face penalties, legal action, and sanctions.

8. Remittance Options, Late Fees, and Electronic Funds Transfer

8.1 CLIENT has the option to: 1) pre-pay for anticipated services by check or credit card, 2) pay within thirty (30) days of a receipt of an invoice from NCI for services rendered when using A la Carte services.

8.2 CLIENT agrees to pay a LATE FEE equal to 0.875% per month (equaling a rate of 10% per year) of any balance of any invoice that remains unpaid for more than thirty-five (35) days after the date of issue by NCI. This interest, listed as "Late Fees," will be added to CLIENT's invoices and is due and payable.

8.3 CLIENT acknowledges that NCI's fees are subject to change at any time with written notification to CLIENT. NCI may, in its sole discretion, require a security deposit from CLIENT, and CLIENT hereby waives any right to interest that may accrue on any security deposit or amount of prepayment.

9. Miscellaneous Provisions

9.1 This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements, negotiations, and representations. This Agreement may only be modified in writing when signed by both parties, or when subsequent amendments to existing laws are enacted, whereas these changes are effective automatically and are to be construed to be part of this Agreement.

9.2 All communications and notices to be given under this Agreement will be made to the addresses, e-mail addresses, and telephone numbers set forth herein. Each party will notify the other promptly of any change of address, e-mail address, or telephone number.

9.3 This Agreement is intended to be subject to and in compliance with all applicable State and Federal statutes and regulations. Insofar as this Agreement or any provision may subsequently be determined to be at variance or not in compliance with any such statute or regulation, it will be considered to be amended or modified to the extent necessary to make it comply, and NCI and CLIENT hereby consent and agree to any such amendment or modification. Further, the invalidity of any one provision shall not affect the validity of the other provisions.

9.4 NCI rates and fees for Comprehensive Criminal Searches and Expanded National Searches are based on obtaining up to five (5) criminal or five (5) civil cases per person searched, whereas all in-scope cases located by NCI will be reported but NCI will prepare abstracts (written summaries) for only the five (5) most recent cases unless CLIENT agrees to fund the cost of preparing and researching any additional abstracts. In addition, CLIENT may agree to fund the cost of hand searches of cases (reading the original file at the court), which are not costs included in any NCI package search rates and fees.

Initials _____

SERVICE AGREEMENT with NCI (continued 5/5)

9.5 This Agreement is deemed in effect, under the jurisdiction of and will be interpreted and enforced in accordance with the laws of the State of California, to be heard in the county of Los Angeles, Headquarters of NCI.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly Authorized representatives and is entered into with NCI on this ____ day of _____, 20 ____.

CLIENT Name (Company): _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Please initial bottom of each page, complete all blank spaces, sign this page, and Fax or e-mail this entire agreement to (818) 748-1969, info@netcheckpi.com

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