

U.S. Information Search New Account Agreement

The following agreement is made between _____ (client) located at _____ (complete address) and U.S. Information Search, Inc. (USIS). USIS will provide Background Screening/Verification services for client.

Term: The term of this Agreement (“Term”) will commence on the Effective Date and will terminate 30 days after either party provides written notice to the other of its intention to terminate or as otherwise provided herein. The parties’ obligations and duties of indemnification, compliance with law, compliance with USIS procedures, intellectual property, confidentiality, and non-disclosure described herein will survive termination or expiration of this agreement for a period of two years.

Method of Performance: USIS will use commercially reasonable efforts to provide Background Check Services expeditiously. **NEITHER USIS NOR ITS EMPLOYEES, AFFILIATED COMPANIES, AGENTS, THIRD-PARTY INFORMATION PROVIDERS, OR THE LIKE, WARRANT THAT USIS SERVICES WILL BE UNINTERRUPTED; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE MISUSE OR IMPROPER DISCLOSURE OF USIS’S INFORMATION SERVICES THAT RELY UPON THE ACCURACY, RELIABILITY OR CONTENT OF ANY PUBLIC RECORDS OR OTHER INFORMATION SERVICE CONTAINED IN OR PROVIDED THROUGH USIS’S SERVICES, OTHER THAN AS EXPRESSLY STATED IN THIS CONTRACT IN THE SECTION HEADED “EXCLUSIVE LIMITED WARRANTY.” UNDER NO CIRCUMSTANCES, WILL USIS, ITS OFFICERS, AGENT’S OR ANYONE ELSE INVOLVED IN CREATING PRODUCING OR DISTRIBUTING USIS’S SERVICES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES THAT MAY RESULT FROM THE USE OF OR INABILITY TO USE USIS SERVICES.**

Exclusive Limited Warranty: USIS hereby warrants to Client that USIS has obtained the Public Records in a legitimate and lawful manner and that USIS will use commercially reasonable efforts to confirm that the Public Records information delivered to Client hereunder will be accurate, reliable, and the most current available at County Courts or in State Databases depending on which searches are ordered by Clients. USIS does not guarantee the accuracy or reliability of such information.

Indemnification: Client will indemnify, defend and hold USIS harmless from or against any and all liabilities, damages, losses, costs and expenses including attorney fees arising out of or resulting from Client’s use of the information provided as a result of USIS Services under this agreement, as long as information provided reflects the most current information available in County Courts or in State Databases depending on which searches are ordered by Clients. In particular, but without limiting the scope of the foregoing indemnification, Client will defend, hold harmless, and indemnify USIS from and against all claims or actions asserted or brought against USIS by any third party resulting from or arising out of any asserted violation by Client of the Fair Credit Reporting Act (15 USC 1681, et seq.) (“FCRA”) or Fair Credit Housing Act (42 USC 3601, et seq.) (“FHA”), as such are from time to time amended.

Initial ___/___

Compliance With Law: In performing this Agreement and in using information provided hereunder, both Parties will comply with all Federal, State, and local statutes, regulations, and rules applicable to consumer credit information in effect during the Term, including, without limitation, the Fair Credit Reporting Act (FCRA) and Fair Housing Act (FHA). Client represents that it is knowledgeable and competent in understanding the laws and regulations pertaining to reporting criminal record information to prospective employees or tenants in all areas which it does business.

Client Responsibilities and Procedures: Client acknowledges its responsibility as defined by the FCRA, and that said obligations include, but are not limited to: FCRA 607(a). Establishing “reasonable” procedures to avoid violations of FCRA 604 (which limits the purposes for which information may be provided).

Authorization: You understand that in accordance with the FCRA you will obtain written permission when running a background check for employment purposes. If running a Driving Record report, the release will state that you are authorized to run “Driving Records” by name and you will keep the release on file for 5 years. In case of any audits you will produce the release and fax to USIS.

Search Results: Client understands the difference between State and County Criminal searches and acknowledges that no criminal record search can be guaranteed as 100% accurate. Client acknowledges that USIS does not create the records but reports what is found at the data source that client selects to search and is not responsible for the content of that data. **Client understands that the industry standard for doing a detailed criminal background check involves searching the Counties where someone has lived during the last 7 years, running an instant Multi-State database and running Federal Criminal Searches in the States where someone has lived during the last 7 years.**

Confidentiality: The parties acknowledge that during the Term, they may receive information from the other party that is proprietary and confidential. Each party will identify any such information by labeling it as “Confidential” at or near the time of disclosure. The party receiving confidential information from the other will: (a) maintain the confidentiality of such information with the same degree of care, and no less than reasonable care, as it uses for its own proprietary and confidential information, (b) limit access to such confidential information to those employees and outside contractors who have the need for such information and are under a duty of confidentiality to that Party, (c) not disclose the confidential information to any other person or entity, and (d) will not use the confidential information for any purpose other than performance of its business under this agreement.

Amendments, Termination and Waiver:

Amendments. This Agreement may be amended at any time, but only by written instrument signed by both parties.

Miscellaneous:

Status. The Parties will perform their obligations hereunder as independent contractors. Nothing contained in this Agreement will be deemed to create an association, partnership, joint venture, or relationship of principal and agent.

Initial __/__/__

Excusable Delays. Neither party will be liable to the other for any delay or failure in its performance of any of the acts required by this Agreement when such delay or failure arises beyond the reasonable control of such Party, including, without limitation, acts of God or public enemies, labor disputes, embargoes, earthquakes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, flood, epidemics, riots, and strikes.

Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of New York. Any dispute, controversy or claim arising out of or in relation to this Agreement or the breach, termination or invalidity thereof, will be submitted, upon the demand of either Party, for binding arbitration before an arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in force. The arbitration will take place in Rockland County, New York. The parties agree that the arbitration award and any matter requiring injunctive or other provisional or emergency relief may be enforced in any court with jurisdiction. The prevailing Party in any arbitration or court proceedings will be entitled to recover its costs and expenses, including reasonable attorney fees and arbitration fees, expenses, and arbitrator's compensation.

Severability. If any provision of this Agreement will be determined to be unlawful or unenforceable by binding arbitration or by a court of competent jurisdiction, then such provision will be deemed amended to conform with applicable laws or regulations or, if it cannot be so amended without provision of this Agreement will remain in full force and effect.

Assignment. This Agreement will be binding upon and inure to the benefit of the successors of each of the Parties hereto, but will not be assignable by either Party without prior written consent of the other.

Notice. Any notices required or permitted to be given under this Agreement will be in writing, addressed to the address set forth in the first page of this Agreement or such subsequent address of which the Party is notified in the manner provided for in this section. Notices delivered by certified mail or by any transmission or electronic mail will constitute notice hereunder.

No Third Parties. Neither this Agreement nor any provisions set forth herein are intended to, or will, create any rights in or confer any benefits upon any person other than the Parties hereto.

Complete Agreement. This Agreement sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof and supercedes all prior letters of intent, agreements, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer, employee, or representative of either Party relating thereto.

IN WITNESS THEREOF, Client and USIS have each caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

(Signature)

(Signature)

(Print or type Name)

(Print or type Name)

(Company Name)

U.S. Information Search, Inc.

(Effective Date)

(Effective Date)