

Employment/Residential Screening Service Agreement

This Agreement is a request for employment/residential screening services from Oschmann Employee Screening Services, that operates in compliance with the Fair Credit and Reporting Act (FCRA) by you the Client.

1. Services Provided by OESS:

- a. Upon request, OESS will provide employment and residential screening services (Reports) based on permissible purpose and in compliance with the Fair Credit Reporting Act (FCRA) and all applicable federal and state laws.
- b. OESS relies on the information contained in the records of various governmental agencies and other third parties when compiling Reports. OESS does not guarantee the completeness or accuracy of any Report. OESS will use reasonable procedures to provide the maximum accuracy available on Report.
- c. OESS will provide Report within a timely manner consistent with standard industry practices. Reports may be delayed due to situations beyond the control of OESS such as slow information sources, national holidays and unusual circumstances beyond the control of OESS

2. Client Responsibilities: In ordering and reviewing Reports, Client agrees and certifies as follows:

- a. Client is an established business specifically represents and warrants that all Reports are and shall be for the exclusive use of the Client for employment and/or residential screening decisions only and that the Client will be the only end user of the Reports. Client will not use any information in violation of any federal, state or local equal employment opportunity or housing law, ordinance or regulation. Client acknowledges that requesting and obtaining a Report under false pretenses can result in fine and imprisonment of up to two years. The searched individual ("Consumer") must be in the process of being evaluated for employment, promotion, reassignment and/or retention as an employee of Client, or, evaluated for the rental, lease or purchase of a dwelling unit. Client further agrees that Report will only be used one time and that it cannot be used at a later date for any reason(s). Report of the Consumer shall be treated confidential by law.
- b. Client shall disclose to the individual who is the subject of the report that consumer report or, as applicable, an investigative consumer report may be obtained. Client shall obtain proper written authorization from Consumer of signed Disclosure and Authorization Release Form ("Release") for requesting Report. Client shall provide to the individual a summary of their rights under the FCRA or any state law as applicable. Client shall maintain securely and confidentially all Releases for a minimum period of 6 years. Upon request by OESS, Client must provide a copy to OESS within 1 business work day. Client shall not resell, reuse, and distribute Reports to third parties and will hold Reports in strict confidence. Client understands and acknowledges Report results will be based on information as entered into the Applicant Profile of OESS Web System. No further searches are performed unless specifically ordered as defined within the Applicant Profile of the OESS Web System.
- c. Client understands and acknowledges that OESS does not render any opinions, legal or otherwise, regarding the Report or Consumer or whether Consumer should be hired or rented/leased or sold to. Client retains final responsibility for the verification of identity and decision concerning status of Consumer.
- d. Client shall provide notification to Consumer within a reasonable time prior to taking adverse employment actions in accordance with the FCRA. Client shall also provide all notices as required by FCRA as amended after an adverse employment or residential decision is made. Furthermore, Client shall provide Consumer a copy of Report when requested and must inform Consumer of right to dispute Report in whole or in part as specified in the FCRA.

- e. Upon receipt of consumer notification that data reported in a Report provided by Client is inaccurate or incomplete, OESS will within five (5) business days of receiving the notice, determine whether the dispute is based on an act or omission of OESS, and/or its Furnishers. Reports of disputed data should be forwarded to:

ClearStar Logistics, Inc.
Attn: Consumer Action Dept.
418 Pirkle Ferry Road, Suite 109
Cumming, Georgia 30040
Fax: 678-807-2913

Indemnification

- a. Client shall indemnify, defend and hold harmless OESS and its officers, directors, employees, representatives, agents and contractors from and against any and all expenses, losses, claims, judgments and liabilities of any kind (including, without limitation, claims of libel, slander, defamation, wrongful discharge and fair housing claims) arising from Client's breach of this Agreement (including any amendments or addendums hereto), Client's violation of any applicable law or from the collection, possession, furnishing or transmittal of Reports or other confidential information exchanged pursuant to this Agreement; provided, these indemnity obligations will not apply to any losses arising from OESS's violation of the FCRA or similar state laws.
 - b. Client shall assert no claim for and waives liability against OESS for any inaccurate or false information included in any Report unless OESS had actual knowledge of the error and failed to correct it and OESS had the power/authority to correct the information. Further, because OESS has no involvement or control over the interpretation or use of any Report provided to Client, Client will assert no claim against OESS for damages claimed by a third party or any claim for special or consequential damages.
 - c. OESS shall indemnify, defend and hold harmless Client and its officers, directors, employees, representatives, agents and contractors from and against any and all expenses, losses, claims, judgments and liabilities of any kind arising directly or indirectly from OESS's breach of this Agreement (including any amendments or addendums hereto) or OESS's violation of any applicable law.
 - d. Client acknowledges that its failure to comply with its obligations under this Agreement could result in OESS losing access to its sources of data used to compile Reports and in such cases OESS retains the right to seek any resulting damages directly from Client.
- ## 4. Charges, Billing, and Fees
- a. Client shall pay OESS for all services rendered in accordance with the pricing schedule provided to Client along with this Agreement and such pricing schedule is incorporated herein by reference.
 - b. OESS reserves the right to change the fees in the pricing schedule upon thirty (30) days notice to Client, deliver by US mail, OESS Web System, or email to established contact of Client.
 - c. Third party fees are charged in addition to services fees and are, but not limited to, court fees, state fees, employment verification fees, educational verification fees, and driving license fees which may be charged in subsequent billing periods for previous placed orders.
 - d. OESS will invoice Client monthly for any charges and all invoices will be due within thirty (30) days after the invoice date. OESS will charge a Late Fee at a rate of two and one-half percent (2 ½%) of unpaid balance due monthly. Clients with invoices 30 days past due will be subject to having their accounts suspended until all past due and current invoices are paid,

OESS Initials: _____

Client Initials _____



3360 South Palo Verde Road
Tucson, AZ 85713
www.oschmannscreening.com

including any Third Party Fees, Late Fees, credit card decline fees and insufficient fund fees. All applicable taxes will be added to the invoice.

- e. With just cause, such as delinquency, OESS reserves the right to terminate this agreement and to seek immediate payment from Client for all unpaid invoiced amount and accumulated fees. Client shall pay OESS's reasonable attorney's fees and costs incurred in collection of amounts due under this Agreement.
- f. All invoices are deemed final and complete if no adjustments are request within 15 days of receipt of invoice by Client.

5. Confidentiality

- a. Except as required by law, the terms and conditions of this Agreement and all proprietary information exchanged by the Parties and all documents referenced herein (including invoices) are confidential and shall not be disclosed without prior written consent of the other Party; provided, the Party to whom information is disclosed shall have no obligation to preserve the proprietary nature of any information which: (i) was previously known to such Party free of any obligation to keep it confidential; (ii) is or becomes publicly available by other than unauthorized disclosure; (iii) is developed by or on behalf of such Party independent of any information furnished under this Agreement; (iv) is received from a third party whose disclosure does not violate any confidentiality obligation; or (v) is disclosed pursuant to the requirement or request of a governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order, and sufficient notice is given by the recipient to the disclosing Party of any such requirement or request to permit the disclosing Party to seek an appropriate protective order or exemption from such requirement or request.

6. Miscellaneous Provisions

- a. The relationship of the Parties created by this Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Neither Party shall represent to third parties that it is the employer, employee, principal, agent, joint venture or partner with, or representative of the other Party.
- b. Except for the obligation to make payments, neither Party will be liable herein by reason of any failure or delay in the performance of its duties under this Agreement caused by matters beyond such Party's reasonable control, including without limitation, government regulation or law, war or insurrection, destruction of facilities or material by earthquake, fire, flood, storm or other natural disaster, labor disturbances, epidemic or failure of suppliers, public utilities or common carriers (each, a "Force Majeure Event"). The Party claiming relief under this section shall promptly notify the other Party in writing of the existence of the Force Majeure Event, the expected duration of the Force Majeure Event, and the cessation or termination of the Force Majeure Event. The Party claiming relief under this Section shall exercise commercially reasonable efforts to minimize the time for any such delay.
- c. Client will comply with procedures and guidelines established by OESS for the use of consumer information. OESS has the right to require reasonable evidence of Client's compliance with applicable laws and OESS's guidelines for use of consumer information products. Client shall fully cooperate with such inquiries or audit requests of OESS. Upon reasonable advance notice and during regular business hours, OESS shall have the right at its own expense to conduct periodic audits of Client's compliance with its obligations under this Agreement and with applicable laws. Any violations discovered as a result of such audit may be cause for immediate action by OESS, including but not limited to, termination of this Agreement.
- d. This Agreement supersedes any and all prior negotiations or agreements, oral or written, between OESS and Client, and represents the entire Agreement between the Parties regarding the subject matter hereof. The Parties agree that there are no third party beneficiaries to this Agreement.
- e. This Agreement will be governed by the laws of the State of Arizona, County of Pima without reference to its conflict of law principles. OESS and Client hereby consent to the exclusive jurisdiction of any state or federal court having jurisdiction over the County of Pima, State of Arizona. The Parties waive any defense of *forum non conveniens* and irrevocably agree to be bound by any judgment rendered in accordance with this Agreement. Client agrees to accept service by certified mail, return receipt requested, mailed to the address

indicated below or Client's last known address, if different, such service being hereby acknowledged by Client to be effective and binding service in every respect. Nothing herein will affect the right to serve process in any other manner permitted by law.

- f. This Agreement is assignable by OESS at any time to a successor in interest. Due to obligations of OESS to obtain specific certifications from its clients prior to providing Reports, Client may not assign this Agreement in whole or in part to any Party, even a successor organization, without OESS's prior written approval. Client shall promptly notify OESS in writing of any of the following events: change in ownership of Client; merger; change in name; or change in the nature of Client's business that in any way affects Client's right to request and receive Reports.
- g. No termination of this Agreement shall affect the rights or obligations of either Party pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement, including without limitation, indemnification, confidentiality and limitation of liability.
- h. Upon registration of Passwords on the OESS Web System, Client agrees to accept Term & Conditions of the use of the OESS Web System.
- i. Each Party represents that it has caused this Agreement to be executed on its behalf on the date written below by a representative authorized to bind that Party with respect to the undertakings and obligations contained herein.
- j. OESS may modify this agreement in portions or entirely by notifying Client in writing of the changes to Agreement. Modified agreements will be effective 30 days from issuance of notice or later as indicated on notice.
- k. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes any previous oral or written agreements. This agreement may not be modified unless in writing by an authorized representative.

Client: _____

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Mailing Address: _____

City: _____ ST: _____ Zip: _____

Phone: _____

E-Mail: _____

Oschmann Employee Screening Services (OESS)

Signature: _____

Date: _____

Printed Name: Gary Oschmann

Title: President/CEO



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