

Complete Screening Agency, LLC Subscriber Agreement



This form *must* be completed by, or with the approval of, an officer of the company or other individual authorized to enter into a legal contract on behalf of your company. Complete Screening Agency, LLC Service Agreement

This agreement is effective when Complete Screening Agency, LLC ("CSA") accepts the application, which must be fully completed and signed by the Subscriber, and Complete Screening Agency, LLC has acknowledged such acceptance by providing services hereunder.

Complete Screening Agency, LLC and Subscriber agree as follows:

1. **SERVICES AND PERFORMANCE:** Complete Screening Agency, LLC collects information from public and court sources which it provides on a per request basis to subscribers. Complete Screening Agency, LLC does not interpret, alter or amend such information. Complete Screening Agency, LLC agrees to use its best efforts to deliver to Subscriber collected information that relates to a written request for such information by Subscriber.

2. **PAYMENT FOR RESPONSES:** For each response to a request for information, including a response that there is "no record", Subscriber agrees to pay Complete Screening Agency, LLC the fee regularly assessed by Complete Screening Agency, LLC for such services. Complete Screening Agency, LLC's fee for responding to a Subscriber request will be stated in writing and is subject to change at Complete Screening Agency, LLC's discretion.

SUBSCRIBER MUST DELIVER PAYMENT TO COMPLETE SCREENING AGENCY, LLC FOR SERVICES RENDERED UPON RECEIPT OF THE STATEMENT. Invoices not paid within thirty (30) days after the date of the statement are considered past due, and will be assessed a late payment penalty at the rate of 10% per month (25% annual) from the date that such amount became due. Invoices not paid within sixty (60) days after the date of the statement will result in suspension of Complete Screening Agency, LLC's services, in addition to the late payment penalty listed above.

3. **LIMITATIONS:** Subscriber agrees that it will request and use information received from Complete Screening Agency, LLC solely for purposes identified in the Subscriber Application. All such information will be used and maintained by the Subscriber as prescribed by law and disclosed only to those persons whose duties relate to the legitimate business purposes for which the information is requested. Subscriber will not sell or otherwise distribute information received from Complete Screening Agency, LLC to third parties. Subscriber will comply with all federal, state and local statutes, regulations and rules governing the use of any information received under this Agreement, including, but not limited to, the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("FCRA"). Information will not be used in violation of any applicable federal or state equal employment opportunity law or regulation. If any information provided by Complete Screening Agency, LLC to Subscriber is subsequently restricted, prohibited, sealed or expunged for any reason by federal, state or local law, Subscriber will immediately discontinue use of all such information and, if required by law, will delete such information from Subscriber's records. Subscriber agrees to obtain written or electronic consent from the consumer and to maintain records of this consent for as long as required by law. {FCRA § 604(b)(2)}.

4. **TERMINATION:** This Agreement may be terminated at any time by either party; however, no termination will release Subscriber from obligations arising prior to Complete Screening Agency, LLC's receipt of Subscriber's written intent to terminate.

5. **LIMITATION OF LIABILITY:** Complete Screening Agency, LLC shall exercise reasonable efforts to furnish to the Subscriber complete and accurate information. Complete Screening Agency, LLC's liability to Subscriber for any delay or failure to deliver requested information is limited to returning the fees paid by Subscriber to Complete Screening Agency, LLC, but only to the extent such fees relate to services provided by Complete Screening Agency, LLC that caused Subscriber's injury or loss. Complete Screening Agency, LLC shall not be liable to Subscriber for any other damages, including punitive, exemplary or consequential.

6. **INDEMNIFICATION:** Subscriber shall indemnify, defend and hold Complete Screening Agency, LLC harmless from any and all costs, expenses and liabilities which may be paid by or assessed against Complete Screening Agency, LLC as a result of Subscriber's request or use of information furnished to Subscriber by Complete Screening Agency, LLC.

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7. **CONTRACT IN ENTIRETY:** This Agreement sets forth the entire understanding and agreement between Complete Screening Agency, LLC and Subscriber and supersedes any prior or contemporaneous oral or written agreements or representations. This Agreement may be modified only by a written amendment duly executed by both parties.

8. **WARRANTY:** Complete Screening Agency, LLC warrants that its collection of information is conducted in accordance with all applicable laws and regulations.

9. **DISCLAIMER:** Complete Screening Agency, LLC does not guarantee or warrant the accuracy or completeness of information provided.

10. **ATTORNEYS FEES:** Subscriber agrees to pay all collection costs and/or attorneys fees incurred by Complete Screening Agency, LLC. to enforce the terms of this Agreement. Subscriber agrees to non-binding arbitration.

11. **ASSIGNMENT:** This Agreement may not be assigned without the prior written consent of the other party.

12. **OREGON LAW:** This Agreement shall be deemed made in the State of OREGON and shall be construed in accordance with the laws of the State of Oregon.

13. **WAIVER:** Either party's waiver or any breach or default by the other shall not be deemed a waiver of any future breach or default by such other party.

14. **HEADINGS:** Paragraph headings are for convenience only and are not to be intended to modify or affect the meaning of any provision herein.

15. **HEIRS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

16. **NOTICES:** All notices, requests or other communications must be in writing and will be deemed given when deposited in the U.S. Mail and addressed to Complete Screening Agency, LLC at the following address: 2410 SE 121st Street, Suite 100, Portland, OR 97216

yes no **This account will be used to screen applicants/employees for my business only.**

yes no **I HAVE READ AND AGREE TO THE TERMS DESCRIBED ABOVE IN THE SERVICE AGREEMENT AND SELECTED ADDENDUM(S).**

Name of person completing form:	
Title of person completing form:	
Date:	

Signed By

Date:	
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