

FactFinders Investigations, LLC

Utah Private Investigator Agency License #P100008

P.O. Box 910193, St. George, UT 84791-0193

Telephone: (801) 441-6100 FAX: (801) 405-8072

www.factfindersLLC.com

End-User Agreement

The purpose of this document is to meet the minimal requirements to conduct business with FactFinders Investigations, LLC (.FACTFINDERS.).

FACTFINDERS shall be responsible only for the content of, and the methods of obtaining, the information supplied to the Client and not for the usage of that information. The Client agrees to defend, indemnify, and hold **FACTFINDERS** harmless from any and all legal actions, losses, claims, demands, liabilities, causes of action, cost or expenses imposed upon **FACTFINDERS** as a result of Client's utilization of information supplied by **FACTFINDERS**.

Client understands and agrees that **FACTFINDERS**, in its role as the Consumer Reporting Agency, will provide information to Client that may be limited by state-specific reporting restrictions. Further, Client agrees that any person requesting searches from **FACTFINDERS** will make every effort to provide **FACTFINDERS** with the appropriate information necessary to appropriately comply with such reporting restrictions. Absent such Client acknowledges that service fees may be revised at any time upon 60 days prior written notice, with the exception that increases in government and/or court fees or other third party costs may be recovered as of the date such fee increases take effect. If all payments due are not received by Factfinders within (15) days after the information, **FACTFINDERS** will elect to apply the most stringent interpretation of any reporting limitations for any given search request.

The Client agrees to adhere to the Fair Credit Reporting Act (FCRA), Drivers Privacy Protection Act (DPPA) requirements, Graham Leach Bliley Act (GLB) and any other local, state or federal laws or regulations pertaining to access, retrieval and usage of public and private information for background screening purposes. On all past due invoices, client agrees to pay interest charges of 1½% per month and/or relinquish Client's access privileges and release Factfinders from any other obligation to perform any further services until payment has been received by Factfinders. If the client is paying by credit card, or providing a credit card for payment backup, client authorizes all fees incurred to be charged to the credit card account provided to Factfinders.

Client agrees to promptly pay for all services rendered according to Factfinders billing policy. Invoices will be due on a net ten day term. Client agrees that should this account be referred for collection due to non-payment, that client will pay all costs of collection, including but not limited to a reasonable attorney's fee.

Dated this _____ Day of 20_____

Authorized Signature (FactFinders)	Authorized Signature (Client)
Printed Name & Title	Printed Name & Title

FAIR CREDIT REPORTING ACT (FCRA) MATERIALS

You are being provided with current FCRA information to comply with the terms set forth by the Consumer Reporting Reform Act. Please sign below that you have received these materials from FactFinders Investigations, LLC and/or viewed the FCRA material at:

<https://search.FactFindersllc.com/resources>

[Obligations of Users of Credit Reports](#)

[Fair Credit Reporting Act](#)

[Summary of Your Rights Under FCRA](#)

Customer recognizes and acknowledges that FactFinders Investigations, LLC is the Consumer Reporting Agency when providing background screening services for employment or tenant screening purposes (as defined in the FCRA). This document is being provided in conjunction with the User Certification Letter.

RECEIPT OF INFORMATION

Customer hereby acknowledges receipt from FactFinders Investigations, LLC the following information provided at <https://search.factfindersllc.com/resources>:

1. Notice to Users of Consumers Reports; Obligations of Users under the FCRA.
2. Requirements for Users in the Event They Take Adverse Action.

Company/Client Name	Authorized Signature
Printed Name & Title	Date

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FCRA USER CERTIFICATION LETTER

The company indicated below hereby certifies that as a "User" of your Consumer Reports, we will restrict the use of the information in the reports to personnel selection for employment/Tenant Screening purposes only.

No information in the reports will be given to any other "person" or "user" in compliance with the Fair Credit Reporting Act, as amended by the Consumer Reporting Reform Act of 1996 (the "Act").

We have complied with the Act by disclosing to the Subject the fact that we are requesting a Consumer Report ("Report"). If we choose to take adverse action against the Subject as a result of information from the Report, before taking such adverse action, we shall:

1. Provide the subject/applicant with a copy of the Report, and a description of the Subject's rights under the Act (if we have not already done so).
2. Additionally, we shall provide the Subject with FactFinders's name, address and telephone number, as well as the following statement required by the Act:

"FactFinders Investigations, LLC did not make the decision to take the adverse action and is unable to provide you, the Subject, with specific reasons why the adverse action was taken."

We shall also inform the Subject of their right to dispute with FactFinders Investigations, LLC the accuracy or completeness of any information in the Consumer Report. We further certify that we shall not use any information contained in the Report in violation of any applicable Federal or State laws or regulations including equal opportunity laws or regulations.

Corporate or Entity Name	Authorized Signature
Printed Name of Authorized Representative	Date

Employment Criminal Background Check Restrictions

Arrest Records:

Certain states specifically prohibit an employer from using an applicant's arrest record in making employment decisions. These states are as follows: Arkansas, California, Connecticut, Illinois, Hawaii, Maine, Massachusetts, Michigan, New Hampshire, Pennsylvania, Rhode Island and Wisconsin. While the rest of the states do not bar the use of arrest records, most prohibit the use of records that have been sealed or expunged. You as the employer are responsible to know what restrictions your particular state may have and comply with those regulations.

Conviction Records:

Although many states allow employers to inquire about past convictions, the law often requires the employer to state that such convictions will not necessarily disqualify the applicant from employment.

States with 7 year limit on reporting of convictions: [California](#); [Montana](#); [Nevada](#); and, [New Mexico](#). **States with 10 year limit on reporting of convictions:** [Washington](#).

States with a 7 year limit unless a potential employee is expected to earn above a certain salary: [Colorado - \\$75,000](#); [Kansas - \\$20,000](#); [Maryland - \\$20,000](#); [Massachusetts - \\$20,000](#); [New Hampshire - \\$20,000](#); [New York - \\$25,000](#); and, [Texas - \\$75,000](#). If the appropriate salary level is not indicated at the time of search order placement, **FACTFINDERS** will elect to apply the most stringent interpretation of any reporting limitations for any given search request.

By signing below, I acknowledge and accept responsibility for complying with the State limitations regarding employment background checks for employment or tenant screening purposes.

Corporate or Entity Name	Authorized Signature
Printed Name of Authorized Representative	Date

SECTION 613 COMPLIANCE AGREEMENT

The purpose of this document is to ensure compliance with Section 613 of the Fair Credit Reporting Act (the "Act") as it relates to use of criminal database searches. The relevant portion of the Act states:

§ 613. Public record information for employment purposes [15 U.S.C. § 1681k] :

(a) In general. A consumer reporting agency which furnishes a consumer report for employment purposes and which for that purpose compiles and reports items of information on consumers which are matters of public record and are likely to have an adverse effect upon a consumer's ability to obtain employment shall

(1) at the time such public record information is reported to the user of such consumer report, notify the consumer of the fact that public record information is being reported by the consumer reporting agency, together with the name and address of the person to whom such information is being reported; or

(2) maintain strict procedures designed to insure that whenever public record information which is likely to have an adverse effect on a consumer's ability to obtain employment is reported it is complete and up to date. For purposes of this paragraph, items of public record relating to arrests, indictments, convictions, suits, tax liens, and outstanding judgments shall be considered up to date if the current public record status of the item at the time of the report is reported.

Since criminal database searches are by their very nature compilations from various data sources which may not reflect the most complete and up to date information available, FactFinders Investigations LLC (FactFinders) believes that its clients using such criminal database searches must declare how they wish to comply with Section 613:

(Please indicate your choice with a checkmark on one of the boxes below)

- Have FactFinders issue a letter to the consumer notifying them of the search as per Section 613 (a) (1) which will result in a fulfillment charge of \$2.50 from FactFinders to the Client. Such a letter will contain the results of the database search to allow the consumer to dispute the results.

- Have FactFinders automatically order a county criminal search request(s) based on the criminal database results to ensure the most complete and up-to-date results are provided to the Client.

The Client will be billed standard rates for any such county criminal search so ordered. Client further agrees that it and all of its employees will continue to comply with all its responsibilities under the Act, including the provisions of this Agreement and the Pre-Adverse Action and Adverse Action requirements as outlined in the End User Agreement between Client and FactFinders.

Corporate or Entity Name	Authorized Signature
Printed Name of Authorized Representative	Date