

# Client Service Agreement, Page 1 of 2



This Service Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_ ("Subscriber") and Business Verification Services, Inc. ("BVS"), a Florida Corporation.

1. **Services Provided:** Acting as agent for Subscriber, BVS shall provide background check reports ("Reports"), which may include such information as employment history, consumer credit reports, motor vehicle records, education verifications, criminal and civil court records and other background information.
2. **Compliance with Applicable Laws:** Subscriber and BVS agree to comply with all applicable state and federal laws pertaining to the collection, use and dissemination of Consumer Reports, including but not limited to the Federal Consumer Reporting Act (FCRA).
3. **Payment and Collections:** Subscriber agrees to pay BVS the applicable fees for service as set forth in the BVS Reports pricing schedule. Subscriber further agrees that such fees shall be paid within 30 days of receipt of requested information. Any unpaid balances may, at the discretion of BVS, incur a monthly interest charge of 1.5% per month. Subscriber is responsible for any collection expenses incurred for nonpayment.
4. **Obligations of Subscriber:** Subscriber agrees to the following regarding Reports:
  - a. **Disclosure to Applicant, Employee, or Tenant.** Subscriber shall provide each applicant, employee, tenant or potential tenant with a clear, written disclosure that a Report will be obtained. The disclosure shall contain no other information. Such other disclosures, as required by federal and state laws, shall be provided.
  - b. **Written Authorization from Applicant or Employee.** As required by the FCRA and other applicable state and local laws, Subscriber shall obtain written authorization from the applicant or employee to obtain and use the Report. Proof of such authorization shall be provided to BVS prior to preparation of Report.
  - c. **Use for Permissible Purposes Only.** Subscriber shall use Reports for permissible uses only, as defined in the FCRA and other applicable laws. BVS is not responsible for and shall be held harmless from, any improper, impermissible or illegal use of requested Reports.
  - d. **Confidentiality and Security of Information.** Subscriber shall take reasonable steps to ensure that Reports are kept confidential and for Subscriber's internal, permissible use only. Any improper use of Reports provided by BVS, including dissemination to third parties, whether intentional or accidental, may subject Subscriber to criminal and civil responsibility under FCRA and other federal, state and local laws.
  - e. **Protection of User ID and Password.** Subscriber shall protect any user identification and password used for Internet access to BVS services from unnecessary or improper publication. Subscriber shall notify BVS as soon as possible as to any improper dissemination of the above.
5. **Disclaimer of Warranty or Liability for Inaccuracy of Information Obtained:** BVS Reports are compiled from information derived from outside databases and records. These databases and records are created and maintained by government agencies, private companies and other contributors not under the control of BVS. Outside contributors are solely responsible for the accuracy of this information and solely that of the outside contributors. Subscriber agrees to hold BVS harmless for any inaccuracies obtained from inaccurate outside databases or records.

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6. **Arbitration:** Any claim or alleged breach of this Agreement shall be settled by arbitration in Miami, Florida. Any judgment reached in such arbitration shall be filed in the court having jurisdiction over the matter.
7. **Attorneys Fees and Cost:** Should any dispute arise out of this Agreement, or should enforcement action be necessary under this Agreement or any subsequent judgments obtained as a result of this Agreement, the prevailing party shall be entitled to all reasonable attorneys' fees and costs.
8. **Governing Law:** This Agreement shall be governed by and construed in accordance with laws of Florida.
9. **Waiver:** Failure of either party to insist upon strict compliance with any part of this Agreement does not constitute a waiver of any other part of this Agreement, nor shall it constitute a waiver of any subsequent breach of the same term. Furthermore, any delay in seeking a remedy of any part of this Agreement shall not constitute of waiver of such rights or remedies under this Agreement.
10. **Successors:** This Agreement shall inure to the benefit of and bind the heirs, personal representatives, successors, and assigns of the parties.
11. **Terms of Agreement:** This Agreement shall remain in force without a fixed termination date. However, either party may terminate this Agreement for any reason or no reason upon thirty (30) days written notice. Finally, BVS may terminate this Agreement immediately with just cause, including delinquency, violation of the terms or requirements of this Agreement, or Subscriber's violation of federal, state or local law.

**The Subscriber has read and agrees to the terms and conditions of this Agreement and signs it with the intention of being legally bound.**

**For purposes of the Fair Credit Reporting Act, please indicate the intended use of information requested:**

- |   |   |
|---|---|
| <input type="checkbox"/> Tenant Screening     | <input type="checkbox"/> Security Clearance |
| <input type="checkbox"/> Employment Screening | <input type="checkbox"/> Other _____        |

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Subscriber's Company Name

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Description of Company's Business

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Address

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City

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State

---

Zip

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(\_\_\_\_\_) \_\_\_\_\_  
Phone Number

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(\_\_\_\_\_) \_\_\_\_\_  
Fax Number

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\_\_\_\_\_   
Email Address

---

X \_\_\_\_\_  
Signature

---

\_\_\_\_\_   
Printed Name

---

\_\_\_\_\_   
Title

**4370 S. Tamiami Trail, Suite 106, Sarasota, FL 34231  
www.bvs.us / Ph 941.921.4466 / Fax 941.921.4412**