



Please fax completed Contracts to 479-677-3118

Or scan and email to acutraq@windstream.net

SERVICE CONTRACT

This Contract and Agreement is made by and between, _____, Customer and ACUTRAQ for the use of its services upon the basis outlined below and agree that the following shall constitute a service contract between the Customer and ACUTRAQ.

THE CUSTOMER CERTIFIES AND AGREES TO THE FOLLOWING STIPULATIONS:

1) TERMS: Customer employs ACUTRAQ herein for a period beginning the date of this contract and shall continue in effect until terminated by either party with or without cause. This agreement may be terminated by Customer at any time with a fifteen day (15) written notice. With just cause, such as violation of the terms of this Agreement or a material change in existing legal requirements that adversely affects this Agreement, ACUTRAQ may, upon its election discontinue service to the Customer and cancel this agreement immediately. ACUTRAQ may terminate this Agreement immediately and without notice, or take any action it believes is appropriate, including but not limited to blocking Customers access to any or all Services, if ACUTRAQ believes that Customer has made a misrepresentation or failed to comply with any provision of this Agreement.

2) LIABILITY: Resident rental histories, credit reports, criminal background, sex offender, and/or other information provided is based on other third party sources and/or court records. No warranty, express or implied, exists that the person who is the subject of the inquiry is in fact the same person that may be found in the records. The Customer must make positive identification. Further, ACUTRAQ shall not be liable in any manner whatsoever for any loss or injury to Customer resulting from the obtaining or furnishing of such information and shall not be deemed to have guaranteed the accuracy of such information. ACUTRAQ shall not be held responsible or liable for any delays in or failure or suspension of service caused by mechanical or power failures, strikes, labor difficulties, fire, inability to operate or obtain service for its equipment, weather, earthquakes, floods or other causes beyond the control of ACUTRAQ. ACUTRAQ has access to consumer reports from one or more consumer credit reporting agencies.

3) CREDIT BUREAU REQUIREMENTS: Customer is a Rental Property Owner or Manager of rental property, either residential or commercial and has a permissible purpose for obtaining consumer reports, as defined by Section 604 of the Federal Fair Credit Reporting Act (15 USC 1681b) as amended by the Consumer Credit Reporting Reform Act of 1996, hereinafter called "FCRA." The Customer certifies their permissible purpose as:

- **Tenant Screening:** Using the Consumer Report Information for a legitimate business need in connection with a business transaction initiated in writing by the Consumer, which must be limited to applicant screening for residency purposes.
- For a legitimate business need to review an account to determine whether the consumer continues to meet the terms of the account.

Customer certifies that it will request consumer reports pursuant to procedures prescribed by ACUTRAQ from time to time only for the permissible purpose certified above, and will use the reports obtained for no other purpose.

To comply with the [Fair Credit Reporting Act \(FCRA\)](#) requirements, the Customer will fax (479-677-3118) or mail copies of the first three (3) screening applications to ACUTRAQ. Future screening applications may be submitted online, faxed in, phoned in, or mailed. IN ALL CASES, SCREENING APPLICATIONS MUST BE SIGNED BY THE APPLICANT. Customer must maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.

4) PROHIBITION: Customers will not act or provide, at any time or in any way, and will hold themselves out as providing credit clinic, credit repair, credit counseling, or other similar services.

5) USE OF REPORTS: Customer shall use each consumer report for a one-time use only and shall hold the report in strict confidence, and at no time disclose to any third parties. Customer may, but is not required to, disclose the report to the subject of the report only in connection with an adverse action based on the report.

6) CREDIT SCORES: Customer will request Scores only for Customer's exclusive use. Customer may store Scores solely for Customer's own use in furtherance of Customer's original purpose for obtaining the Scores. All Scores provided hereunder will be held in strict confidence and may never be sold, licenses, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any person except (i) to those employees of Customer with a need to know and in the course of their employment; (ii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; or (iii) as required by law.

7) AUTHORIZED USERS: Consumer reports shall be requested by and disclosed to only designated authorized employees having a need to know and only to the extent necessary to enable Customer to use consumer reports in accordance with this Agreement. *Customer shall ensure that such designated and authorized employees shall not attempt to obtain any Consumer Reports on themselves, associates or other persons except in the exercise of their official duties.*

8) ADVERSE ACTION: If adverse action is taken, (denial, additional deposits, co-signer, etc.) Customer must inform the consumer of the nature of the adverse action and the process of obtaining a consumer report. Customer will be supplied with a sample letter by ACUTRAQ or electronic source.

9) FCRA PENALTIES: THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

10) SECURITY SAFEGUARDS: Customer is responsible for securing computer systems, software, and access codes and protecting against unauthorized access. Access codes should not be discussed among employees and should be discontinued as employees are no longer employed or authorized to access Consumer Reports. Customer is required to have procedures in place to properly dispose of Consumer Reports. Customers will not act or provide, at any time or in any way, and will hold themselves out as providing credit clinic, credit repair, credit counseling or other similar services. *All users of consumer reports must sign the Access Security Requirement form.*

11) SITE INSPECTION: A site inspection must be performed at the place of business prior to ACUTRAQ releasing any services. In the event that the Customer's place of business changes an additional site inspection must be performed within sixty (60) days. (All site inspections subject to \$60 site inspection fee)

12) FTC RED FLAG RULE COMPLIANCE: Customer is responsible for providing compliance with the Red Flag Rule <http://www.ftc.gov/bcp/edu/microsites/redflagsrule>. Policy and procedures shall be in place to investigate any discrepancy in a consumer's address when notified by the credit bureau that the consumer's address, as submitted by the client, substantially varies from the address the credit bureau has on file for that consumer. Customer will maintain documentation showing compliance with these certifications for a period of six (6) years or during the tenancy term, whichever is longer.

13) COMPLIANCE WITH LAWS: This agreement is governed by the laws of the State of Arkansas and shall inure to and is binding upon the successors and assigns of ACUTRAQ and the heirs, executors and assigns of the Customer. In the event Customer violates the terms of this agreement, Customer agrees to pay all costs for steps taken by ACUTRAQ, whether by lawsuit or otherwise, to defend, preserve, or enforce the rights under this agreement. All rights and duties of Customer and ACUTRAQ, arising from services performed or agreed to be performed by ACUTRAQ, shall be determined under the internal laws of the Federal Government and State of Arkansas, County and City. Customer shall be liable to any third party claimant for its own acts of negligence with regard to the performance of its duties hereunder.

14) APPOINTMENT OF SERVICES: Customer herewith appoints and employs ACUTRAQ, as the Customer's agent for the purpose of inquiry as to the rental history, credit history, employment history, criminal history, factual pre-employment information, verification of employment and other such public record information as shall be requested. ACUTRAQ will at no time release resident information to any person, parties or company unless they are a member of or associated with ACUTRAQ. ANY AND/OR ALL INFORMATION ON THIS CONTRACT MAY APPLY DEPENDING ON LEVEL OF SERVICES OBTAINED.

15) AUDIT: ACUTRAQ and/or its designee shall have the right to enter Customer's places of business, during normal business hours and with reasonable notice, to audit Customer, and Customers shall provide ACUTRAQ with access to such personnel, properties, files, and records (both physical and electronic) as may be reasonably required by ACUTRAQ and/or its designee for that purpose.

16) BILLING AND COLLECTIONS: Customer agrees to the schedule of prices attached, which becomes a part of this contract. Customer agrees to pay charges due on receipt of billing invoices. Customer agrees to pay late fees not to exceed \$15.00 per month for each month account is not paid. Customer further agrees to pay reasonable collection fees, attorney fees, and/or court costs for the enforcement of this agreement. If Customer is delinquent in payment of charges or is in violation of any portion of this agreement, ACUTRAQ may, at its election, discontinue service and cancel this agreement immediately on written notice to the member. With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, ACUTRAQ may, upon its election, discontinue serving the Customer and cancel this Agreement immediately.

17) NOTICE OF CHANGE IN BUSINESS INFORMATION: Customer must notify ACUTRAQ of any of the following events: change in ownership; merger; change in business name or change in the nature of business that in any way affects Client's right to request and receive consumer reports; change in user names for obtaining consumer reports.

The Customer hereby has read, acknowledges and agrees to the terms and conditions of this agreement.

Sole Proprietor: _____ Partnership: _____ Corporation: _____ LLC: _____ Non-Profit/Volunteer _____

Company Name

Doing Business As

Physical Address

City

State

ZIP

Contact Name

Title

Phone

Fax

E-mail Address

Web Site Address

Phone Number

Fax Number

Cell Phone Number

Federal Tax ID #

*Persons Authorized to request Criminal Reports - _____

Complete this box ONLY for Sole Proprietor or Partnership *(Circle which)*

By completing the following, you are consenting to allow ACUTRAQ to pull a credit report.

Owner Name: _____

Resident Address: _____
Street City State Zip

Owner Social Security Number: _____

2nd Owner Name: _____

Resident Address: _____
Street City State Zip

2nd Owner Social Security Number: _____

***Must be signed by authorized personnel.**

X _____ Title: _____
Signature

X _____ Date: _____
Print Name

ACUTRAQ
1650 Madison 4425
Combs, AR 72721

ACUTRAQ Representative: **X** _____ Print Name: _____

ACUTRAQ MEMBER SERVICE AGREEMENT

1650 MADISON 4425, COMBS, AR 72721

PHONE 479-677-3355

FAX 479-677-3118

Email: acutraq@windstream.net

Web Address: acutraq.com

Company Name: _____ Doing Business As: _____

Contact Name: _____ Title: _____

Company Phone _____, Fax _____ Cell Phone: _____

Physical Address: _____
Street City ST Zip

Billing Address if different: _____
Street City ST Zip

Email Address; _____ Web Site _____

Nature of Business: _____ Date Established: _____

RENTAL - Number of Units: _____

EMPLOYMENT - Number of Employees: _____

VOLUNTEER/NON-PROFIT - Number of Employees/Volunteers: _____

Complete for Corporation:

Officer Name: _____ Title: _____

Officer Name: _____ Title: _____

Federal Tax ID #: _____ Signature: _____

SERVICES & PRICES REQUESTED: **Please list package and pricing from price guide** Initial: _____

CREDIT ONLY \$ _____ CRIMINAL ONLY \$ _____ CREDIT and CRIMINAL \$ _____

CREDIT, CRIMINAL & SOCIAL TRACE \$ _____ FULL VERIFICATIONS \$ _____

Please indicate how you want billing sent: Mail: \$1.00 or Email

Email Address for billing _____

I understand that I will be a member of ACUTRAQ and agree to pay the annual membership fee of \$120 per year and in addition to the cost of any reports and services listed above. I agree to pay \$15 late fee for any past due invoices past the due date.

Applicant Signature

Date



1650 Madison 4425 Combs, AR 72721
Phone: 479-677-3355 Fax: 479-677-3118
Email: acutraq@windstream.net Web: www.acutraq.com

ACCESS SECURITY REQUIREMENTS

***MUST BE SIGNED BY EACH USER**

We must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer credit reports. In accessing ACUTRAQ services, you agree to follow these measures:

You must protect your ACUTRAQ USER ID and password so that only key personnel employed by your company know this sensitive information. Unauthorized persons should never have knowledge of your password. Do not post this information in any manner within your facility. If a person who knows the password leaves your company or no longer needs to have it due to a change in duties, the password should be changed immediately.

Do not share passwords with co-workers, friends, or family.

Do not discuss your ACUTRAQ USER ID and password by telephone with any unknown caller, even if the caller claims to be an employee of ACUTRAQ.

Restrict the ability to obtain reports to a few key personnel.

After normal business hours, be sure to turn off and lock all devices or systems used to obtain report information.

Secure hard copies and/or electronic files of consumer reports within your facility so that unauthorized persons cannot easily access them.

Shred or destroy all hard copy consumer reports when no longer needed.

Make all employees aware that your company can access credit, and other report information only for the permissible purposes listed in the Permissible Purpose Information section of your membership application. You or your employees may not access their own reports, nor should you or your employees access the report of a family member or friend unless it is in connection with a credit transaction or for some other permissible purpose.

Do not send sensitive data through email, such as consumer's SSN, account numbers, actual credit reports, etc. unless data is encrypted.

In the event of a compromised system, notify ACUTRAQ immediately and take necessary steps to ensure no other credit reports are accessed using compromised system.

Record Retention: The Federal Equal Opportunities Act states that a creditor/employer must preserve all written or recorded information connected with an application for five (5) years. In keeping with the ECOA, ACUTRAQ requires that you retain the credit/employment application and, if applicable, a lease/employment contract for a period of not less than 5 years. When conducting an investigation, particularly following a consumer complaint that your company impermissibly accessed their credit report, ACUTRAQ will contact you and will request a copy of the original application signed by the consumer or, if applicable, a copy of the lease/employment contract.

“Under Section 621 (a) (2) (A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$2,500 per violation.”

AUTHORIZED SIGNATURE

PRINTED NAME

DATE

PROPERTY NAME



1650 Madison 4425 Combs, AR, 72721
Phone: 479-677-3355 Fax: 479-677-3118
Email: acutraq@windstream.net Web: www.acutraq.com

REQUEST FOR BANK REFERENCE

Bank Name: _____

Bank Address: _____ Bank Fax #: _____

Customer's Business Name: _____

Account number is: _____ Account Name: _____

I authorize the above listed bank to release the information that we have requested below.

Signed: _____ Dated: _____

TO BE COMPLETED BY THE BANK

In connection with an application to do business with ACUTRAQ, a consumer reporting agency, the above listed business requests your assistance in completing the following information.

Please provide the following information:

1) Type of Account: _____

2) Date Account Opened: _____

3) Name & Address on Account: _____

Signature of Authorized Bank Personnel

Print Name

Please fax your response at your earliest convenience to:

ACUTRAQ
1650 Madison 4425
Combs, AR 72721
Phone: 479-677-3355 Fax: 479-677-3118



1650 Madison 4425, Combs, AR 72721
Phone 479-677-3355 Fax: 479-677-3118
Email: acutraq@windstream.net Web: www.acutraq.com

CREENTIALING CHECKLIST FOR ACCESS TO PULL CREDIT REPORTS (information required by TransUnion)

*The Credit Bureau has guidelines in place to protect against fraud. This checklist is designed by the credit bureau in order to prove the validity of a company, and the legit need for pulling credit reports.

If you have questions regarding any section please call us at 479-677-3355

1. _____ Complete and Sign Service Contract and Agreement
2. _____ Complete and Sign Members Service Agreement
3. _____ Website Verification: Print first page of website where applicable.
*Website URL: http://www._____
4. _____ Bank Reference Form: Fill Out Top Portion and leave with your bank representative.
*Does not give sensitive information. Used for business verification only.
5. _____ Complete letter of Intent on Company letterhead, signed by an officer, owner or authorized manager of the company. Include the following: **Nature of Business, intended use for the services, anticipated monthly volume; Whether it anticipates its access to be primarily local, regional or national, Example listed below:**

We are (company name) and plan to run an average of # reports per month.
We are a local company and plan to use the reports locally. Our intended use is Rental Screening and Pre-Employment Screening. *SAMPLE ONLY–MUST BE ON COMPANY LETTERHEAD.

6. _____ Business type/industry verification: Copy of business listing in telephone directory such as Yellow Pages (printed or electronic), or copy of phone bill in business name
7. _____ Three Business References –

Name:	Company	Phone Number
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
8. _____ Site Inspection: To be completed by ACUTRAQ or Authorized Agent at your convenience
*All site inspections subject to \$60 site inspection fee

**FOLLOWING REQUIRED ONLY FOR BUSINESSES LESS THAN 1 YR OLD:
2 of the following items required:**

1. _____ Copy of the utility or phone bill in the business name for service at the principle place of business.
2. _____ Copy of lease, or proof or property ownership by business, of the principle place of business.
3. _____ Copy of business bank statement addressed to the applicant at its principal place of business.
4. _____ Proof of commercial insurance.

The Following Contracts are for Employment Screening Services:

Please review carefully to understand the obligations as an end user.

Forms for new hires are included, please make copies and have new applicants fill out both forms. If you have any questions call ACUTRAQ at 479-677-3355



SERVICE AGREEMENT FOR EMPLOYMENT SCREENING SERVICES

This Agreement is made by and between _____ (Customer) and ACUTRAQ. Customer employs ACUTRAQ herein for a beginning period of twelve months and this agreement automatically renews for additional twelve-month periods thereafter. This agreement may be terminated at any time on fifteen (15) days written notice or immediately if this contract has been violated.

The Customer's type of business is _____

Terms and conditions of this contract are subject to the following:

1. **SERVICES PROVIDED:** ACUTRAQ agrees to furnish to Customer personal identifier record (SSN), employment references, civil and criminal records, motor vehicle records, credit records, education and credential verification, and other background information ("consumer report") on job applicants/employees, as requested by the Customer. ACUTRAQ will use its best efforts to deliver the consumer reports requested in an expeditious manner, however, ACUTRAQ shall have no obligation or liability to Customer for any delay or failure to deliver consumer reports caused by the parties providing data or information to ACUTRAQ, or by any other third-party. ACUTRAQ is a federally regulated Consumer Reporting Agency as defined by the Fair Credit Reporting Act for the purpose of providing pre-employment screening information in accordance with all applicable guidelines and confidentiality as stipulated within applicable statutes.
2. **DISCLAIMER OF WARRANTY/LIMITATION OF LIABILITY:** Resident rental histories, credit reports, criminal background, sex offender, and/or other information provided is based on other third party sources and/or court records. ACUTRAQ does not warrant or represent that the results provided will be 100% accurate and up to date. ACUTRAQ does not make any representation or warranty as to the character or the integrity of the person, business, or entity that is the subject of any search inquiry processed through our service.

No warranty, express or implied, exists that the person who is the subject of the inquiry is in fact the same person that may be found in the records. The Customer must make positive identification. Further, ACUTRAQ shall not be liable in any manner whatsoever for any loss or injury to Customer resulting from the obtaining or furnishing of such information and shall not be deemed to have guaranteed the accuracy of such information. ACUTRAQ shall not be held responsible or liable for any delays in or failure or suspension of service caused by mechanical or power failures, strikes, labor difficulties, fire, inability to operate or obtain service for its equipment, weather, earthquakes, floods or other causes beyond the control of ACUTRAQ. ACUTRAQ has access to consumer reports from one or more consumer credit reporting agencies.

Limitation of Liability. IN NO EVENT SHALL ACUTRAQ, ITS PARENTS, SUBSIDIARIES, OR AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, OR AGENTS ("ACUTRAQ") BE LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, DIRECT OR INDIRECT DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSS OF DATA, USE, OR PROFITS, TORTS INVOLVING PRIVACY, ETC.), HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE, OR OTHERWISE, AND WHETHER OR NOT ACUTRAQ HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.

3. **CUSTOMER'S ACKNOWLEDGMENT OF COMPLIANCE WITH THE FAIR CREDIT REPORTING ACT:** The Fair Credit Reporting Act (FCRA) prohibits employers from obtaining consumer reports unless the employer discloses to the applicant, in writing, that such a report may be acquired, and obtains the written authorization of the applicant/employee to inquire into this background information. FCRA requires the following steps to be adhered to and are intended to give the applicant the opportunity to dispute any information contained in the background or consumer report. Unless requested by a client or by government regulation we will provide the criminal records for a minimum of seven years. ACUTRAQ urges all employers to review the restrictions and requirements of the FCRA. The Act's citation is Public Law 91-508, Title 15, U.S.C. Sections 1681, et seq, and the text of this Act is available on ACUTRAQ's web page.

- **Employment Screening / Volunteer Screening:** Customer shall use the Consumer Report Information for a legitimate business need in connection with a business transaction initiated in writing by the consumer for the limited purpose of evaluating a consumer for employment, promotion, reassignment, or retention as an employee.
 - **Applicant's Authorization Obtained:** Customer certifies that prior to requesting ACUTRAQ to provide screening services for employment purposes on an applicant/employee, it has provided the applicant/employee with a clear and conspicuous written disclosure, in a document consisting solely of the disclosure, that a consumer report is being requested for employment purposes, and it has obtained the written authorization from the applicant/employer to obtain a consumer report for employment purposes. A standard disclosure and authorization form is available from ACUTRAQ for these purposes. Customer further certifies that information from the Consumer Report for Employment purposes will not be used in violation of any applicable federal or state equal opportunity laws or regulations.
 - **Pre-Adverse Action:** Customer certifies that before taking adverse action (e.g., refusing to hire or promote an applicant/employee), based in whole or part on information contained in the consumer report, it will first:
 1. Provide the applicant/employee with a copy of the consumer report
 2. Provide the applicant/employee with a copy of the Consumer Rights, in the format approved by the Federal Trade Commission (A copy of this Consumer Rights form may be obtained from ACUTRAQ)
 3. Provide the applicant with ample time to dispute any information contained in the consumer report
 - **Adverse Action:** Customer certifies that after providing the applicant/employee with the Pre-Adverse Action information contained above, and after it has given the applicant/employee "ample time" to dispute the information, the Customer will send the applicant a follow-up notification that the Customer is taking adverse action (e.g., denying employment or promotion) based in part or in whole on the information contained in the consumer report.
 - **Confidentiality and Use of Information:** Customer certifies that it acknowledges the sensitivity and confidentiality of the information contained in the consumer report and Customer agrees that information obtained from a consumer report will not be used in violation of any applicable state or federal equal employment opportunity laws. Customer agrees to maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry.
 - **Indemnification/Hold harmless:** By signing this document, Customer acknowledges that it has read and understands the requirements of the Fair Credit Reporting Act, Customer agrees that it will comply with all such requirements, and Customer agrees that it shall defend, indemnify and hold ACUTRAQ, its directors, officers, employees, agents, successors and assigns, harmless from any and all claims, liability, costs or damages whatsoever arising out of or related to Customer's failure to comply with the requirements of the FCRA. Customer further agrees that it shall defend, indemnify and hold ACUTRAQ, its directors, officers, employees, agents, successors and assigns, harmless from any and all claims, liability or damages whatsoever arising out of or related to the accuracy or use of the services or data provided under this Agreement.
4. **PAYMENT REQUIREMENTS/COLLECTION:** Customer agrees to pay ACUTRAQ the applicable charges for the various services rendered to Customer as specified in ACUTRAQ's employment screening service list, which is subject to change from time to time. Customer agrees to pay all applicable charges within thirty (30) days of receipt of the information or consumer report requested. However, all monetary obligations to ACUTRAQ for services rendered which are past due fifteen days or more may, at the election of ACUTRAQ, be charged a \$15 per month late fee. In the event that legal action is necessary to obtain the payment of any monetary obligations to ACUTRAQ, the Customer shall be liable to ACUTRAQ for all costs and reasonable attorneys' fees incurred by ACUTRAQ in collection of such obligations. ACUTRAQ has the right to change the payment period according to the client's credit rating (score) and financial status.
5. **COMPLIANCE WITH LAWS:** This agreement is governed by the laws of the State of Arkansas and shall inure to and is binding upon the successors and assigns of ACUTRAQ and the heirs, executors and assigns of the Customer. In the event Customer violates the terms of this agreement, Customer agrees to pay all costs for steps taken by ACUTRAQ, whether by lawsuit or otherwise, to defend, preserve, or enforce the rights under this agreement. All rights and duties of Customer and ACUTRAQ, arising from services performed or agreed to be performed by ACUTRAQ, shall be determined under the internal laws of the Federal Government and State of Arkansas, County and City. Customer shall be liable to any third party claimant for its own acts of negligence with regard to the performance of its duties hereunder.
6. **ATTORNEYS FEES AND COSTS:** In the event a dispute arises with respect to this Agreement, the party prevailing in such dispute shall be entitled to recover all expenses, including, without limitation, reasonable attorneys' fees and expenses incurred in ascertaining such party's rights, and in preparing to enforce, or in enforcing such party's rights under this Agreement, whether or not it was necessary for such party to institute suit or submit the dispute to arbitration.

ACUTRAQ MEMBER SERVICE AGREEMENT

1650 MADISON 4425, COMBS, AR 72721

PHONE 479-677-3355

FAX 479-677-3118

Email: acutraq@windstream.net

Web Address: acutraq.com

Company Name:	_____	Doing Business As	_____
Contact Name:	_____	Title	_____
Company Phone	_____	, Fax	_____
	_____	Cell Phone	_____
Physical Address:	_____	City	_____
	Street	ST	Zip
Billing Address if different:	_____	City	_____
	Street	ST	Zip
Email Address:	_____	Web Site	_____
Nature of Business:	_____	Date Established:	_____
	_____	# Units:	_____

Complete for Sole Proprietor or Partnership (Circle which): Signature authorizes ACUTRAQ to pull a credit report.

(1) Owner Name: _____

Resident Address: _____
Street City State County Zip

Social Security #: _____ Signature: _____

(2) Owner Name: _____

Resident Address: _____
Street City State County Zip

Social Security #: _____ Signature: _____

Complete for Corporation:

Officer Name: _____ Title: _____

Officer Name: _____ Title: _____

Federal Tax ID #: _____ Signature: _____

SERVICES: CREDIT \$ _____ NATIONAL CRIMINAL \$ _____ COUNTY CRIMINAL \$ _____

SOCIAL TRACE \$ _____ MOTOR VEHICLE REPORTS \$ _____ FULL VERIFICATIONS \$ _____

Please indicate how you want billing sent: Mail \$1.00 Email _____

Email address for bills to be sent to: _____

I understand that this Member Service Agreement is part of the Service Agreement for Employment Screening.

Applicant Signature

Date

**OBLIGATIONS OF USERS WHEN
CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT SERVICES**

If information from a Credit Reporting Agency (CRA) is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the Fair Credit Reporting Act (FCRA). The User must:

- Make clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain prior written authorization from the consumer.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation and that, if any adverse action is taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.

Adverse Action*An "adverse action" is defined as a denial of employment or any other decision that adversely impacts any current or prospective employee (*e.g.*, termination, denial of promotion, failure to hire, etc.).

Step 1. Provide Applicant Pre-Adverse Action Documents

If a consumer report provides information that will negatively influence the employment opportunities of an applicant, whether in whole or in part, you must do all of the following BEFORE such an adverse action (rejecting the candidate) is taken: a. Provide the applicant with a copy of the specific consumer report; and b. Provide the applicant a description in writing of their rights under the Fair Credit Reporting Act (FCRA) as prescribed by the FCRA by the Federal Trade Commission (FTC). This pre-adverse action process allows the applicant the chance to dispute the negative information in the report. The employer should allow a reasonable amount of time for the applicant to respond to this pre-adverse notification before final determination is made or adverse action is taken. (There is an FTC opinion letter that deems 5 days as reasonable).

Step 2. Notify Applicant of Adverse Action (Rejection)

If you decide to take adverse action (such as not employing the applicant), based in whole or in part, on the information revealed in the consumer report, you must do the following in writing, orally or electronically (Premier recommends written documentation): a. Provide notice to the applicant of the adverse action; b. Provide to the applicant the name, address and telephone number of the consumer reporting agency and a statement that "the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the applicant the specific reasons why the adverse action was taken"; and c. Provide notice to the applicant of his/her right to obtain, within sixty (60) days, a free copy of the consumer report from the consumer reporting agency and to dispute with the consumer reporting agency the accuracy or completeness of any information in a consumer report furnished by the consumer reporting agency

After the waiting period and upon taking the adverse action, the employer must provide to the applicant or employee the following notices: 1) notice of the adverse action taken; 2) the name, address, and toll-free telephone number of the consumer reporting agency that furnished the consumer report; 3) a statement that the CRA did not make the decision to take the adverse action and is unable to provide the consumer the specific reasons why the adverse action was taken; 4) notice of the consumer's right to obtain a free copy of the consumer report from the CRA within 60 days; and 5) notice of the consumer's right to dispute the accuracy or completeness of any information in the consumer report furnished by the CRA.

Pre-Adverse and Adverse Action letters are provided on our web platform where your reports are provided.

I _____ do hereby certify that I will comply with the foregoing
(Print Company Name/Authorized Personnel)
regulations.

Each applicant will be given a copy of an "Employment Report Disclosure" (attached) printed on a separate piece of paper with the foregoing regulations. Each applicant will be given a copy of an "Employment Report Disclosure" (attached) printed on a separate piece of paper.

Signature

Date

EMPLOYMENT REPORT DISCLOSURE

Your application for employment has been received by _____.
Company Name

This disclosure is for the sole purpose of informing you that an Employment Consumer Report may be obtained to determine your credit, criminal or character worthiness.

Thank you,

Signature

Date

