

# Agreement for Services

The undersigned Customer (Client) desires to use the services of Hons Investigations at the regular prices established by Hons Investigations, and agrees that all reports and services ordered and submitted, if any, will be ordered and submitted under the following conditions:

1. Hons Investigations agrees to:
  - (a) Comply with all laws applicable to the making of reports for employment purposes.
  - (b) Follow reasonable procedures to assure maximum possible accuracy of the information reported, subject to Paragraph 2(b) below, and
  - (c) Disclose, upon request from the subject of the report, the information reported, reinvestigate any disputed information at no charge, and reinvestigate if requested by the customer without further charge if the information was incorrect.
  
2. Customer:
  - (a) Will keep all reports, whether written or oral, strictly confidential and except as required by law, reveal no information received to any person except the person reported on or a person whose duty requires them to participate in the decision for the transaction for which the information was ordered.
  - (b) Will request no information for the use of any other person except with the written permission of Hons Investigations. If the person reported on, or their representatives, request report information, they will be referred to Hons Investigations for disclosure under the Fair Credit Reporting Act or other applicable laws.
  - (c) Will hold harmless Hons Investigations and its affiliated companies, and the officers, agents, employees, owner, and independent contractors of Hons Investigations, or employees or agents of the Customer, of the report information contrary to the above conditions.
  - (d) Recognizes that the information in reports is secured and processed by fallible sources (human and otherwise) and that for the fee charged, Hons Investigations cannot be either an insurer or guarantor of the accuracy of the information reported; releases Hons Investigations and its affiliated companies, and the officers, agents, employees, owner, and independent contractors of Hons Investigations and its affiliated companies from liability for any negligence with the preparation of reports and services and from all liability for any loss, expense, and damages of whatever kind suffered by the Customer, their heirs, family, or associates resulting directly or indirectly because of compliance with this Agreement for Services by Hons Investigations or by one of its affiliated companies.
  - (e) Certifies that a Consumer Reports, as such Consumer Reports are defined in by the Fair Credit Reporting Act, will be ordered only when intended to be used as a factor in establishing a consumer eligibility for employment purposes, which term includes initial employment, promotion, reassignment, for security clearance purposes, or otherwise in connection with the legitimate business transaction involving the consumer. Each request for a report or service will further indicate the specific purpose involved in each transaction and such reports will be used for no other purposes.
  - (f) Employer further certifies that with regard to such Consumer Reports:
    - A) Before requesting each report from Hons Investigations:
      - 1) a clear and conspicuous disclosure will be made in writing to the employee who is subject of the report to be procured in a document that consists solely of the disclosure, that a Consumer Report may be procured for the employment decision; and
      - 2) the employee has authorized in writing the procurement of the Consumer Report by the employer.
    - B) Information from the Consumer Report will not be used in violation of any applicable Federal or State equal employment laws or regulations and any other Federal or State Laws or regulations.
    - C) Before taking any adverse action based in whole or part on the Consumer Report, the person intending to take such adverse action shall provided to the employee to whom the report relates:
      - 1) a copy of the report; and
      - 2) a description in writing of the rights of the consumer under this title, as prescribed by the Federal Trade Commission under 35 U.S.C.&1681(g)(c)(3).
  
3. The requestor of the Investigative Consumer Reports, such as Investigative Consumer Reports are defined in 15 U.S.C.&1681(a)(e) certifies that:

- (a) The employer will clearly and accurately disclose to the employee that an Investigative Consumer Report including information as to their character, general reputation, personal characteristics, and mode of living whichever are applicable, may be made, and such disclosure:
    - 1) will be made in writing, or otherwise delivered, to the employee not later than three (3) days after the date on which the report was first requested; and,
    - 2) will include a statement informing the employee of their rights to request the additional disclosures provided for under 15 U.S.C.&1681 (g)(c) as set forth in (b) below; and
  - (b) The employer will, upon written request made by the employee within a reasonable period of time after the receipt by them of the disclosure required in 2(a) above, make a complete and accurate disclosure of the nature of the scope of the investigation requested. The disclosure will be made in writing, mailed, or otherwise delivered, to the employee not later than five (5) days after the date on which the request for such disclosure was received from the employee or such report was first requested, whichever is later.
- 4. The parties understand and agree that this letter constitutes all conditions of services and of reporting, present and future and applies to all reports and services made by Hons Investigations and its affiliated companies to customer at its home office or to any of the customer's branches or service offices.
  - 5. No changes in these conditions may be made except by mutual consent in writing of an officer of the Customer and an officer of Hons Investigations.
  - 6. This contract may be terminated by either party by notifying the other party in writing 30 days prior to the termination date of the contract.

**PRINT**

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

You must sign this form and return it to Hons Investigations, 311 So. 4<sup>th</sup> St. Ste. 204, Grand Forks, ND 58201 before we can conduct pre-employment background checks.