

Rush Information Services, Inc., a Florida corporation, d/b/a 1-Hour Background Checks Limited Subscriber Application and Agreement

PLEASE TYPE OR PRINT ALL INFORMATION. THIS WILL AID US IN PROCESSING YOUR SUBSCRIBER AGREEMENT AS QUICKLY AS POSSIBLE.

Company Name: _____		Date of Application: _____	
How long have you been in Business? _____			
Please Check One: <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Owner <input type="checkbox"/> Non-Profit <input type="checkbox"/> Corporation/State of :		Charter No: _____	
Have you previously submitted a Subscriber Agreement? _____		When? _____	
Under what business name? _____			
ADDRESS INFORMATION			
Company's current address		Company's previous address	
_____		_____	
street address		street address	
_____		_____	
city	state	zip code	city state zip code
How long? _____	Phone #: () _____	Fax #: () _____	How Long? _____ Telephone:() _____
LANDLORD/MORTGAGE INFORMATION			
Do you hold the lease on the building in which you are located? <input type="checkbox"/> yes <input type="checkbox"/> no PLEASE COMPLETE THIS INFORMATION ON YOUR LEASE HOLDER:			
Name: _____		Address: _____	
Telephone: () _____			
AFFILIATED COMPANY INFORMATION			
Name of Subsidiary/Parent Co./Affiliated Co. _____			
Address: _____			
City/State/Zip: _____			
Do you use consumer reports for more than one organization? <input type="checkbox"/> yes <input type="checkbox"/> no If yes, name of Organization: _____			
Type of Organization: _____		Address: _____	
Contact/Title _____		City/State/Zip: _____	
Telephone: _____		Fax Number: _____	
<i>Please list the names and addresses of all personnel in your organization who will be accessing consumer reports. Use separate sheet if necessary.</i>			
Full name: _____		Full name: _____	
Address: _____		Address: _____	
City/State/Zip: _____		City/State/Zip: _____	
BUSINESS INFORMATION			
Explain type of business: _____			
Explain services rendered/products sold: _____			
BUSINESS CREDIT REFERENCES			
Please list three business credit references below. (Please indicate actual addresses, not post office box numbers.)			
Company Name: _____		Company Address: _____	
Telephone: _____		City/State/Zip: _____	
Company Name: _____		Company Address: _____	
Telephone: _____		City/State/Zip: _____	

Company Name: _____	Company Address: _____	
Telephone: _____	City/State/Zip: _____	
COMPANY PRINCIPAL (owner, president, CEO)		
Full Name: _____	Position: _____	SS# _____
Home Address: _____		
City/State/Zip: _____		
Previous Address: _____		
Prev. City/State/Zip: _____		
_____ Signature/Title		
I CERTIFY THAT THE ABOVE STATEMENTS ARE ACCURATE:		
By: _____ Owner/Officer/Manager		
Title: _____		

EMPLOYER CERTIFICATION

For employment purposes, our Company seeks to obtain consumer reports and/or investigative consumer reports on applicants and/or employees. In accordance with the Fair Credit Reporting Act (FCRA), regarding all requests for such reports, our Company hereby certifies to you as follows:

1. Our Company has complied with FCRA Section 604(b)(2) by providing the consumer an appropriate disclosure of intent to obtain consumer reports. We have also complied with FCRA Section 606(a)(1) by disclosing the definition of investigative consumer reports and informing the consumer of the right to request additional disclosures regarding an investigation and to request a written summary of consumer rights. The Company will provide those additional disclosures as required.
2. The consumer has authorized us in writing to obtain consumer reports, including investigative consumer reports.
3. The Company will comply with FCRA Section 604(b)(3) by providing the consumer a copy of the consumer report and the FTC's written description of consumer rights before taking any adverse action based in whole or in part on the report.
4. Information from the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
5. Our Company will use the consumer report for employment-related purposes and for no other purpose.

Company Name

For the Company

Date

FCRA REQUIREMENTS

Federal Fair Credit Reporting Act (FCRA – 15 U.S.C. Section 1681 ET SEQ)

Although the FCRA primarily regulates the operations of consumer reporting agencies, it also affects you as the user of consumer reports. We have linked you to a copy of the FCRA at <http://www.ftc.gov/os/statutes/fcra.htm>. We suggest that you and your employees become familiar with the following sections:

- § 604 Permissible Purposes of Consumer Reports**
- § 606 Disclosure of Investigative Consumer Reports**
- § 615 Requirements on Users of Consumer Reports**
- § 616 Civil Liability for Willful Noncompliance**
- § 617 Civil Liability for Negligent Noncompliance**
- § 619 Obtaining Information Under False Pretenses**
- § 620 Unauthorized Disclosures by Officer or Employee**

Each of these sections is of direct consequence to users who obtain reports on consumers.

As directed by law, consumer reports may be issued only for permissible purposes: in this case, for employment purposes. You must provide Rush/1-Hour the signed Employer Certification as required by Rush/1-Hour.

ACCESS SECURITY REQUIREMENTS

We must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer reports. In signing the Rush/1-Hour Subscriber Service Agreement, you agree to follow these measures.

1. Restrict the ability to obtain credit information and other consumer reports to a few key personnel.
2. Secure hard copies and electronic titles of consumer reports within your facility so that unauthorized persons cannot easily access them.
3. Shred or destroy all hard copy consumer reports when no longer needed and when applicable laws permit destruction.
4. Erase or scramble electronic titles containing consumer information when no longer needed and when applicable regulation (s) permit destruction.
5. Make all employees aware that your company can access credit information and other consumer reports only for employment purposes. Your employees may not access their own report or the report of a family member or friend if your company does not have the permissible purpose (employment).

****Under Sections 616, 617, 619, and 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 \$2,500 per violation, actual damages claims, and punitive damages claims. Any person who obtains consumer reports under false pretenses may be fined and imprisoned for up to two (2) years.***

LIMITED SUBSCRIBER AGREEMENT

This Subscriber Service Agreement (this "Agreement") is entered into and between **Rush Information Services, Inc.**, a Florida corporation, d/b/a **1-Hour Background Checks** (Rush/1-Hour) and _____ ("Subscriber"). Rush/1-Hour and Subscriber agree as follows:

- 1. **Rush/1-Hour** will furnish services to Subscriber involving the supply of background reports, including reports from government agencies and consumer reports from consumer reporting agencies. Rush/1-Hour will act as Subscriber's agent in obtaining such reports. ("Services").
- 2. **Charges to Subscriber.** Subscriber agrees to pay Rush/1-Hour the applicable charge for the Services rendered to Subscriber (including "no record" responses) for each service requested from Rush/1-Hour by Subscriber. **Payment is required in advance unless alternative arrangements have been agreed upon in writing.** Such charges are subject to change upon thirty (30) days written notice to Subscriber. Subscriber's payment to Rush/1-Hour is due upon delivery of services. Any balance over thirty (30) days will be assessed a late charge of 1.5% of the delinquent balance.
- 3. **Subscriber Use.** Subscriber hereby certifies and warrants that it will request and use any reports received from Rush/1-Hour for employment purposes only (ie. hiring, promotion, reassignment or retention). Further, Subscriber hereby certifies and warrants that it will request and use information received from Rush/1-Hour solely in connection with transactions involving the consumer as to whom such information is sought and will not request or use such information for purposes prohibited by law. All such information shall be maintained by Subscriber in strict confidence and disclosed only to employees whose duties reasonably relate to the legitimate business purposes for which the information is requested, and Subscriber will not disclose, sell or otherwise distribute to third parties any information received hereunder, except as otherwise required by law. Subscriber will provide Rush/1-Hour with appropriate identifying information about Subscriber and the consumer inquired upon in the form specified by Rush/1-Hour when requesting the Services. Rush/1-Hour reserves the right to modify the standard inquiry format to be used by Subscriber, and Subscriber agrees to abide by such modifications. Subscriber further agrees that it will comply with all applicable federal, state and local laws, rules, and regulations relating to its use of the Services and to the provision to Rush/1-Hour of Subscriber's records. Subscriber certifies and agrees to comply with the Fair Credit Reporting Act (FCRA) and corresponding state laws. If Subscriber intends to take adverse employment action based in whole or in part on a report from Rush/1-Hour, Subscriber will provide the applicant/employee a copy of the report before taking such adverse action. After taking such adverse actions, Subscriber will notify applicants/employees of their right to a copy of the report, at no charge, within sixty (60) days of the decision. These notifications will include other information required by the FCRA.
- 4. **Term.** This Agreement shall continue in force without any fixed date of termination, but either Rush/1-Hour or Subscriber may terminate this Agreement upon thirty (30) days prior written notice to the other. If Rush/1-Hour believes that Subscriber has breached any obligation contained in this Agreement, Rush/1-Hour may terminate this Agreement immediately by providing Subscriber notice of termination.
- 5. **Disclaimer of Warranty.** Rush/1-Hour warrants to Subscriber that Rush/1-Hour will use commercially reasonable efforts to deliver the Services promptly. Because the Services involve conveying information provided to Rush/1-Hour by other sources, Rush/1-Hour cannot and will not, for the fee charged for the Services, be an insurer or guarantor of the accuracy or reliability of the Services, or data provided with the Services. **THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY RUSH/1-HOUR HAS GIVEN SUBSCRIBER WITH RESPECT TO THE SERVICES AND SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, RUSH/1-HOUR MIGHT HAVE GIVEN SUBSCRIBER WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE AND WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 6. **Waiver.** Either party may at any time waive compliance by the other with any covenant or condition contained in this Agreement, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to constitute the waiver of any such covenant or condition in any other circumstance or the waiver of any other covenant or condition.
- 7. **Excusable Delays.** Neither party shall be liable for any delay or failure in its performance under this Agreement (other than for payment obligations hereunder) if and to the extent that such delay or failure is caused by events beyond the reasonable control of the party including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, software defects, material or component shortages, supplier failures, embargoes, rationing, acts of local, state and national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, hurricanes, epidemics, riots and strikes.
- 8. **Dispute Resolution.** Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in Fort Lauderdale, Florida, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- 9. **Severability.** This Agreement shall be deemed to be severable and, if any provision is determined to be void or unenforceable, then that provision will be deemed severed and the remainder of the Agreement will remain in effect.

I acknowledge and agree to follow the FCRA requirements and Access Security Requirements on page 3 of this Application and Subscriber Agreement.

IN WITNESS WHEREOF, the parties authorized representatives have executed this Agreement on the date indicated above.

Company Name

Typed and Printed Name and Title

Authorized Signature _____
Date