



PO Box 972 Tampa, FL 33601 800-226-7757

Application for Services

Please complete all sections, which apply. Incomplete information may cause unnecessary delays. ***Asterisk denotes required fields.** Please mail the original signed agreement to: MAF Background Screening, PO Box 972 Tampa, Florida 33601

*Customer Name: _____ *Phone: (____) _____
 *DBA: _____ *Fax: (____) _____
 *Street Address: _____ *City _____ *St ____ *Zip: _____
 *Contact Name: _____ *Phone: (____) _____
 E-mail Address: _____ Web Site Address: _____

*** Mailing address same as above: or**
 Billing Information: Send bill in Company Name ◊ Send Bill in DBA Name ◊ Attention: _____
 Address: _____ City _____ St ____ Zip: _____

Subsidiary No ◊ Yes ◊ Parent Company: _____
 Address: _____ City _____ St ____ Zip: _____

*Federal Tax ID # _____ *Number of Employees: _____ *Start-Up-Date: _____ *State: _____

*Do you intend to resell or release information to a third party? Are you a reseller? No Yes ◊
 *Do you provide credit repair or credit consulting services for a fee? No Yes ◊
 What does your business do? _____

◊ Corporation	LLC	*Please complete this section only if a Corporation or LLC more than 2 years.	
Officer Name	Title	Officer Name	Title

◊ Sole Proprietor Partnership ◊ Corporation or LLC in Business less than 2 years.
I authorize by my signature below the pulling of my personal credit report as the owner(s) of the company or as the guarantor of customer's account in connection with the approval of this application.
 Owner/Partner/Guarantor Name _____ Title _____
 Social Security Number: _____ Date of Birth _____
 Residence Address _____ City _____ St ____ Zip _____
 Signature _____

*References (Two vendor references and one bank reference required). Do not include credit cards or utilities as reference.
 Your Company's D-U-N-S number: _____
 *Vendor Name _____ *Account Number _____ *Phone _____
 *Address _____ *City _____ *St ____ *Zip _____
 *Vendor Name _____ *Account Number _____ *Phone _____
 *Address _____ *City _____ *St ____ *Zip _____
 *Bank Name _____ *Phone _____
 *Address _____ City _____ *St ____ *Zip _____
 *Checking Account number _____ *Average Balance _____
 *Saving Account Number _____ *Average Balance _____

Do you want to become a **Dues Paying member? \$100 annually No ◊ Yes ◊ **Dues paying members receive preferential pricing and access to MAF Job Board, Automated Application and Applicant Tracking System.



Services Agreement - Employment Background Services

Customer has access to consumer reports from one or more consumer credit reporting agencies. Customer warrants and represents that Customer has a permissible purpose for obtaining consumer reports, as defined in Section 604 of the Federal Fair Credit Reporting Act [15 USC 1681(b)] as amended by the Consumer Credit Reform Act of 1996, and subsequent amendments thereto (hereinafter referred to as the "FCRA"). The Customer certifies that it intends to use the consumer reports in connection with the evaluation of individuals ("consumers") for employment purposes and also for the promotion, reassignment or retention of employees ("Consumer Report for Employment Purposes"). Customer certifies that it will not request a Consumer Report for Employment Purposes unless all the following requirements have been fulfilled and any other requirements now or hereafter imposed under the FCRA.

- (a) A clear and conspicuous disclosure is first made in writing to the consumer before the Consumer Report for Employment Purposes is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes;
- (b) The consumer has authorized in writing the procurement of the report; and
- (c) Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.

Customer further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer the following:

- (a) A copy of the Consumer Report for Employment Purposes; and
- (b) A copy of the consumer's rights in the format approved by the Federal Trade Commission, which notice shall be supplied to Customer by MAF Background Screening

Customer certifies that it will request consumer reports pursuant to procedures prescribed by MAF Background Screening from time to time only for the permissible purpose certified above, and will use the reports obtained for no other purpose. Customer shall use each consumer report only for a one-time use and shall hold the report in strict confidence, and not disclose it to any third parties.

Access Security

It is a requirement that Customer take precautions to secure any method, system or device used to access consumer information, including credit reports. To that end, the following are required from Customer for security of information:

- Your account number and password must be protected in such a way that only key personnel know this sensitive information. Under no circumstances shall unauthorized persons have knowledge of your password. This information must not be posted in any manner. Your account number, user codes and passwords must be changed if there has been an actual or suspected compromise or misuse of codes or passwords. Strong password policing must be in place with frequent and mandatory password changes, approximately every 90 days. Any passwords of individual users who are no longer authorized to obtain consumer information, including credit reports, shall be disabled or deactivated.
- Any system software used by Customer whether developed by Customer or purchased from a third party vendor, must have your account number and password "hidden" or embedded so that the password is known only to supervisory personnel. Each user of your system access software must then be assigned an unique log-on password.
- Your account number and passwords shall not be discussed by telephone to any unknown caller, even if the caller claims to be an employee of MAF Background Screening.
- The ability to obtain credit information shall be restricted to key personnel.
- Any terminal devices used to obtain consumer information shall be placed in a secure location within your facility. Access of the devices shall be difficult to be achieved by unauthorized persons.
- Any device systems used to obtain consumer reports shall be turned off and locked after normal business hours, when unattended by your key personnel.
- Hard copies and electronic files of consumer credit reports shall be secured within your facility and protected against release or disclosure to unauthorized persons.
- Hard copies of consumer reports shall be shredded when no longer needed and when permitted to do so by applicable law(s) and regulations(s).
- Electronic files containing consumer report data and /or information will be completely erased or rendered unreadable when no longer needed and when destruction is permitted by applicable law(s) and regulations(s).

General Provisions

Customer shall maintain copies of all written authorizations from consumers for a minimum of five (5) years from the dates of inquiries on the consumers.

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.

With just cause, such as violation of the terms of this Agreement or a legal requirement, or a material change in existing legal requirements which adversely affects this Agreement, or a delinquency in payment of charges, MAF Background Screening may, upon its election, discontinue serving the Customer and cancel this Agreement immediately. Otherwise, this Agreement shall remain in force and effect for one year, and thereafter from year to year on the same basis as set forth herein unless written notice of cancellation shall be given by either party to the other party at least 10 days prior to the end of a monthly billing period. Invoices for membership and services are due and payable upon receipt, at the prices established from time to time by MAF Background Screening, plus any applicable state and local taxes. A finance charge will be assessed at a rate of 1% per month (12% per year) on all invoiced balances unpaid for more than 60 days after invoice date. Customer shall be liable for all costs, including reasonable attorney fees, collection fees and court costs incurred by MAF Background Screening in connection with the collection of any sums owed by Customer.

Each party (the "indemnifying party") shall defend, indemnify and hold harmless the other party (the "indemnified party") against and from all actions, suits, claims, liabilities, damages, fines, impositions, losses and costs (including reasonable attorneys' fees and court costs) asserted or brought by any third party against the indemnified party as a result of or arising from the indemnifying party's breach of its duties or obligations set forth in this Agreement or its intentional misconduct or negligence.

Customer has read and understands the "Customer Requirements" and "FCRA compliance" information located on the MAF Background Screening Web site, www.mafscreening.com. Customer shall take all reasonable measures to ensure that it complies with both the FCRA and MAF Background Screening privacy policies. The undersigned certifies on behalf of Customer that Customer will use the consumer reports for no other purpose other than what is stated in the "Permissible Uses" Section of this Agreement and that Customer will not sell the reports nor provide Customer access codes to any unauthorized persons. In the event of the carelessness on the part of Customer or any employee of Customer in accessing or utilizing consumer reports, Customer and/or its employees shall be held responsible for financial losses, fees, expenses, or other monetary charges that may be incurred by MAF Background Screening and Customer's access privilege may be immediately terminated. This Agreement may not be assigned, sold, or transferred by Customer to any third parties. By signing this Application as a guarantor, the person so signing shall be personally and unconditionally liable for the performance and payment of Customer's obligations under this Agreement and any Addendum or other agreement attached hereto or made a part hereof.

Certain vendors of the reports or services to be furnished to Customer pursuant to this Agreement (including, but not limited, to the credit reporting agencies) require as a condition to the furnishing of their reports or services that the Customer acknowledge and agree to the terms, conditions and requirements governing the acquisition and use of their reports or services. Those terms, conditions and requirements are set forth in specific addenda, appendices and exhibits which are made part of this Agreement. Customer hereby certifies that (i) Customer has read all addenda, appendices and exhibits which are part of this Agreement, (ii) Customer understands and accepts all of the terms, conditions and requirements contained therein and (iii) Customer agrees to abide by those terms, conditions and requirements as the same may be amended and modified by the vendors in the future.

The undersigned signator warrants and represents that he or she is a duly authorized representative of the above-named Customer with full authority to execute this Application on behalf of Customer and the undersigned also warrants that the above information is accurate and complete and the undersigned on behalf of the Customer hereby authorizes the reference(s) listed in the Application to release information to MAF Background Screening.

Name of Customer: _____

Signed: _____

Date: _____

Print Name: _____

Title: _____

Guarantor Signature: _____

Date: _____

Print Name: _____

Accepted By: _____

Title: _____

Subscriber Code: _____

EXAMPLE LETTER OF INTENT

Letter to be submitted on company letterhead and signed by an Officer or authorized agent for the company

Letter of Intent

Elder Care, Inc.
111 Main St.
Anywhere, US 99999

Elder Care, Inc. is an assisted living facility for adults. We intend to use credit information for the purpose of background screening on prospective employees. We estimate our monthly volume to be 50 reports per month. We have facilities in 35 states and therefore we anticipate our access to be on a national level.

Signed
Mary Smith
President