



RSI Screening

10050 Ralston Road, Suite #7

Arvada, CO 80004

(303) 420-1212 (800) 628-6414 FAX (303) 420-1477 FAX (800) 296-9902

Employment Membership Application

Account Name _____

Contact Name _____ Title _____

Address _____

E-mail Address _____

City _____ State _____ Zip _____

Phone Number _____

Billing Address _____ State _____ Zip _____

Fax Number _____

City _____ State _____ Zip _____

Company Web Address _____

Is your company a: Corporation Limited Partnership Sole Proprietorship Other (describe) _____

Business location is: Residential Address Business Address

How will credit information be used? _____

How long have you been in business? _____

Number of employees? _____

Authorized Users: _____

Would you like your results reported via: Fax Mail Website

Rental Services, Inc. is in the business of assisting businesses in the screening of potential employees for their companies. Credit reports are furnished to individuals or companies only for those purposes as stated in the Fair Credit Reporting Act. By law, you must have a permissible purpose to order a credit report, as stated in Section 604 of the Fair Credit Reporting Act. You may not run a credit report on yourself.

I hereby certify that I own or manage the above business. Credit reports obtained under this agreement are to be used for employment screening purposes only. I understand that credit reports are regulated by state and federal law. I have read, understand, and will comply with all provisions of the Federal Fair Credit Reporting Act and the Subscriber Certification. I certify that I am the end user and will not resell or distribute credit reports obtained through Rental Services Inc. I also agree to obtain written consent from the applicant to run a credit report.

Signed: _____ Date: _____



**RSI Screening
Information and verification service
(303) 420-1212 (800) 628-6414 FAX (303) 420-1477 FAX (800) 296-9902**

User / Service Agreement

This Agreement is made and entered into by and between RSI, (“RSI Screening / Rental Services, Inc.”) and the undersigned (“User”). This Agreement shall be effective at such time as RSI Screening / Rental Services, Inc. has sent written notification, whether via facsimile, e-mail, or otherwise, to User indicating its acceptance of the terms and conditions of the Agreement (the “Effective Date”).

RSI Screening / Rental Services, Inc.’s Services: RSI Screening / Rental Services, Inc. shall provide consumer reports (“Screening Reports”) at User’s request in connection with any pre-employment or post-employment background screening of applicants (the “Applicant”) or retention of employees (the “Employee”). Screening Reports may include such information as employment history, consumer credit reports, motor vehicle records, education verifications, criminal and civil records and other background information. RSI Screening / Rental Services, Inc. may also provide personal references collected and processed by RSI Screening / Rental Services, Inc. through various channels of information.

RSI Screening / Rental Services, Inc. as Agent of User: User acknowledges and agrees that RSI Screening / Rental Services, Inc. is an authorized agent of User for the purpose of investigating, researching, preparing and returning the Screening Reports ordered by User.

Information Security: User acknowledges and understands its obligation to maintain the confidentiality and integrity of any information and User identification numbers and passwords requested from or through RSI Screening / Rental Services, Inc.

Compliance with Applicable Laws: User and RSI Screening / Rental Services, Inc. shall comply in good faith with all applicable laws in the request, preparation, transmission, dissemination and use of Screening Reports, including, but not limited to, the FCRA, Title VII of the Civil Rights Act of Employment Opportunity Commission (“EEOC”) guidelines and regulations, Consumer Reporting Act (California Civil Code Sections 1785.1 et seq.), Investigative Consumer California Civil Code Section 1786, et. seq.) and all other applicable laws and regulations relating to the use of consumer credit reports and consumer investigative reports.

User's Obligations:

Disclosure to Applicant or Employee. User shall provide Applicant or Employee with a clear and conspicuous disclosure, in writing, that the Screening Report will be obtained for employment purposes and such disclosure shall be contained in a document containing only such disclosure. User shall provide Applicant or Employee such other disclosures as required by the FCRA and other applicable state and local laws for the type of report requested, including all disclosures which are required before requesting that RSI Screening / Rental Services, Inc. prepares the Screening Report, and before taking any adverse action based in whole or in part upon any information contained in the Report.

Written Authorization from Applicant or Employee: User shall obtain from the Applicant or Employee a written authorization to obtain and use the Report as required by the FCRA and all other applicable State and local laws.

Certification to RSI Screening / Rental Services, Inc.: Concurrent with making the request for a Report, User shall provide RSI Screening / Rental Services, Inc. with certification that complies with section 604(b)(1) of FCRA (15 U.S.C. §1681b(b)(1)), and in the case of a Report that constitutes an investigative consumer report as defined by the FCRA, an additional certification in a form that complies with section 606(a)(2) of FCRA (15 U.S.C. §1681d(a)(2)) and all other certifications as may be required by applicable state and local laws.

Use For Employment Purposes Only: User shall use the Screening Report provided by RSI Screening / Rental Services, Inc. for employment purposes only and shall not use the Screening Report in violation of any Federal or State equal employment opportunity law or regulation. User shall notify RSI Screening / Rental Services, Inc. immediately of any change in purpose for which the information is used.

Use For Permissible Purposes: User shall be the exclusive user of the Screening Reports and certifies that such Screening Reports shall be used solely for the permitted purposes as proscribed by Section 604 of the FCRA [15 U.S.C. §1681b], California Civil Code Section 1786.12 and all other applicable State and local laws.

Basis for Employment Decisions and Obligations After Adverse Decisions: User shall base all employment decisions and actions on its own policies and procedures and acknowledges and agrees that RSI Screening / Rental Services, Inc.'s employees are not allowed and will not render any opinions regarding the Screening Report. Before taking any adverse action against an Applicant or Employee based in whole or in part on any information provided in the Screening Report provided by RSI Screening / Rental Services, Inc.. Per FCRA guidelines, User and/or RSI Screening / Rental Services, Inc. is required provide the Applicant or Employee with a copy of their Screening Report. User shall inform the Applicant or Employee that RSI Screening / Rental Services, Inc. did not make the decision to take adverse action and cannot give specific reasons for the adverse action taken. User shall further provide a Summary of Rights under the FCRA to the Applicant or Employee.

Confidentiality and Security of Information. User acknowledges and understands its obligation to maintain the confidentiality and integrity of any information received by User. All information requested by User is for User's exclusive use and User shall take reasonable steps to ensure that all information provided by RSI Screening / Rental Services, Inc. will be held in strict confidence, will be kept confidential and will not be disclosed to any third party not involved in the employment decision for which the information is sought. Any use of the Screening Report provided by RSI Screening / Rental Services, Inc., other than for the internal uses provided for in this contract is prohibited, including, but not limited to resale or other commercial use, misrepresentation, improper use of the information or access to the information by unauthorized personnel, whether intentionally or due to carelessness, and may subject User to criminal and/or civil liability under the Federal Credit Reporting Act ("FCRA") and other applicable Federal, State and local laws.

Protection of Account Codes: If User is issued an account code to be used for Internet access to RSI Screening / Rental Services, Inc.'s services (the "Account Code"), User shall only publicize the Account Code to personnel on a need-to-know basis. Any log-on or password information provided to User in connection with the Account Code shall be provided only to an "Account Administrator" and specific individuals designated as "Authorized Users". User shall notify RSI Screening / Rental Services, Inc. immediately upon any change of the Account Administrator or Authorized Users.

Protection of Reports: User shall securely store any hard copy of a Screening Report and protect it against release and disclosure to unauthorized personnel or third parties. In furtherance of that obligation, User shall provide to RSI Screening / Rental Services, Inc. the name of the person requesting the information for each Screening Report request and, where applicable, shall provide the name of the individual who has been designated as the principal Account Administrator.

Payment Requirements/Collection: User Agrees to promptly pay for all services rendered hereunder in accordance with RSI Screening / Rental Services, Inc.'s employment screening schedule of fees. Pricing is subject to change at any time with written notice. User agrees to pay all applicable charges within thirty (30) days of receipt of the information or Screening report requested. All monetary obligations to RSI Screening / Rental Services, Inc. for services rendered which are past due fifteen days or more may, at the election of RSI Screening / Rental Services, Inc., bear interest at the rate of one and one-half percent (1½ %) per month and/or relinquish User's access privileges and release RSI Screening / Rental Services, Inc. from any obligation to perform any further services. In the event that legal action is necessary to obtain the payment of any monetary obligations to RSI Screening / Rental Services, Inc., the User shall be liable to RSI Screening / Rental Services, Inc. for all costs and reasonable attorneys' fees incurred by RSI Screening / Rental Services, Inc. in collection of such obligations.

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.

Governing Law: This Agreement is deemed to be made, executed and performed in the State of Colorado. This Agreement shall be governed by and shall be construed in accordance with the laws of the State of Colorado, without reference to principles of conflicts of laws. The parties to this Agreement consent to jurisdiction and venue in the State and Federal courts located in the State of Colorado.

Waiver: The failure of either party to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement will not be construed as a waiver of a subsequent breach of the same or any other covenant, term or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Agreement be deemed a waiver by either party of its remedies or rights with respect to such a breach.

Successors: This Agreement shall inure to the benefit of and bind the heirs, personal representatives, successors, and assigns of the parties.

Limitation of Liability: RSI Screening / Rental Services, Inc. and User agree that unless RSI Screening / Rental Services, Inc. has committed gross negligence or engaged in intentional wrongdoing in the preparation and transmission of the Screening Report, RSI Screening / Rental Services, Inc.'s total liability to User shall be limited to the return of the fees paid to RSI Screening / Rental Services, Inc. for the Screening Report and then only to the extent that the information contained in the Screening Report is found to be the primary basis upon which User incurred injury or damage resulting from the furnishing of the screening Report by RSI Screening / Rental Services, Inc.. RSI Screening / Rental Services, Inc. and User agree that RSI Screening / Rental Services, Inc. shall not be liable to Use for any other damages, costs or expenses whatsoever except as expressly agreed to above or pursuant to Section 12 (a) hereof, and that neither party shall be liable to the other party for punitive, exemplary or consequential damages.

Indemnification: By RSI Screening / Rental Services, Inc.. RSI Screening / Rental Services, Inc. shall indemnify, defend and hold User harmless from and against any and all claims, demands, costs, expenses and liabilities of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees and costs, which may be incurred by User to a third party, based upon the gross negligence or intentional wrongdoing by RSI Screening / Rental Services, Inc. in preparing or transmitting the Screening Report.

By User. User shall indemnify, defend and hold RSI Screening / Rental Services, Inc. harmless from and against any and all claims, demands, costs expenses and liabilities of any kind or nature whatsoever, including, without limitation, reasonable attorneys' fees and costs, which may be incurred by RSI Screening / Rental Services, Inc. based upon the illegal or wrongful use by User of the Screening Report, the gross negligence or intentional wrongdoing by User in connection with the use of the Screening Report, unsubstantiated claims brought by the User's Applicant: or User's failure to comply with its obligations under the FCRA or other applicable laws in connection with the procurement or use of the Screening Report.

Warranty: RSI Screening / Rental Services, Inc. represents and warrants that services will be performed in a diligent and professional manner in accordance with applicable industry

standards. RSI Screening / Rental Services, Inc. shall use its best efforts to provide high quality, timely and accurate information to user, however user recognizes that RSI Screening / Rental Services, Inc. cannot guarantee the accuracy of the information provided because such information is obtained from public records and other third party sources that may not always be accurate or current. The Screening report obtained by RSI Screening / Rental Services, Inc. is derived from databases and records that have been created and maintained by various government agencies, private companies, and other contributors that are not under the control of RSI Screening / Rental Services, Inc.. Responsibility for the accuracy of the information contained in the Screening report and these databases and records rests solely in the contributor. The user waives any and all claim or claims against RSI Screening / Rental Services, Inc. arising out of or related to the accuracy of the Screening report, databases and records.

Term: The term of this Agreement shall continue in force and effect without any fixed date of termination; provided, however, that:

Either party may terminate this Agreement for any reason or no reason at all upon thirty (30) days prior written notice of termination subject to any and all obligations, responsibilities and liabilities incurred prior to termination; or

User may terminate this Agreement, without prior notice, if the other party breaches any provision of this Agreement and fails to cure such breach within ten (10) calendar days after receiving written notice thereof; or

RSI Screening / Rental Services, Inc. may, with just cause, such as delinquency or violation of the terms of this Agreement or a legal requirement of this Agreement or any applicable Federal, State or local law, discontinue serving User and terminate this Agreement immediately.

I hereby agree to all terms and conditions stated in this User Agreement in which I am identified as either "Employer" or "End User". I hereby grant RSI Screening / Rental services, Inc. the right to verify all information provided including, but not limited to, banking and trade references and my personal credit history if I am a sole proprietor or a general partner. I understand that I am responsible for checking the current pricing and policy on all products and services provided by RSI Screening / Rental services, Inc. before placing any order.

Employer's Signature: _____ Date: _____

Signature: _____ Date: _____

SUBSCRIBER CERTIFICATION OF USE FOR EMPLOYMENT CREDIT REPORTS

In compliance with the Federal Fair Credit Reporting Act as amended by the Consumer Credit Reporting Reform Act of 1996 (the “Act”),

_____ (“Subscriber”) hereby certifies to RSI Employment Screening that it will comply with the following provisions:

1. Subscriber will ensure that prior to procurement or causing the procurement of a consumer report for employment purposes:
 - (a) a clear and conspicuous disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and
 - (b) the consumer has authorized in writing the procurement of the report by the Subscriber.
2. In using a consumer report for employment purposes, before taking any adverse action based in whole or in part on the report, the Subscriber shall provide to the consumer to whom the report relates:
 - (a) a copy of the report
 - (b) a description in writing of the rights of the consumer under the Act, a copy of which is enclosed herewith (“Summary of Consumer Rights”); and
 - (c) Adverse Action Letter
 1. Must be in written or electronic form.
 2. Must contain RSI’s name, address and phone number.
 3. Must contain a statement that RSI did not make the decision to take adverse action and is unable to provide the consumer with specific reasons why the action was taken.
 4. Must advise the consumer of their right to obtain a free copy of the report within 60 days of the adverse action and to stipulate the accuracy or completeness of the report.
3. The information from the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation. The contents of a consumer report will be held in strict confidence.
4. Failure to comply with FCRA requirements can result in State or Federal enforcement actions, as well as private law suits. (Sections 606, 617, 621). In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution (Section 619).

Subscriber hereby acknowledges receipt of the Summary of Consumer Rights.

(Signature)

(Date)

**RSI Employment Screening
Information and verification services
Phone: (303) 420-1212 Fax: (303) 420-1477
Summary of Your Rights**

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every "consumer reporting agency" (CRA). Most CRAs are credit bureaus that gather and sell information about you -- such as if you pay your bills on time or have filed bankruptcy -- to creditors, employers, landlords, and other businesses. You can find the [complete text of the FCRA](#), 15 U.S.C. §§1681-1681u. The FCRA gives you specific rights, as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

- **You must be told if information in your file has been used against you.** Anyone who uses information from a CRA to take action against you -- such as denying an application for credit, insurance, or employment -- must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.
- **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRAs - - to which it has provided the data -- of any error.) The CRA must give you a written report of the investigation, and a copy of your report if the investigation results in any change. If the CRA's investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.
- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- **You can dispute inaccurate items with the source of the information.** If you tell anyone -- such as a creditor who reports to a CRA -- that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the

error in writing, it may not continue to report the information if it is, in fact, an error.

- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- **Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA -- usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.

The FCRA gives several different federal agencies authority to enforce the FCRA:

FOR QUESTIONS REGARDING	PLEASE CONTACT
CRA's, creditors and others not listed below	Federal Trade Commission Consumer Response Center- FCRA Washington, DC 20580 * 202-326-3761
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 * 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 * 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs Washington D.C. 20552* 800- 842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 * 703-518-6360
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 * 800-934-FDIC
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 * 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator-GIPSA Washington, DC 20250 * 202-720-7051