



EMPLOYMENT SCREENING SERVICE AGREEMENT

Company Name:	
Physical Address:	
City/State/Zip:	
Type of Business:	
# Employees:	EIN #:

Telephone:	
Business Fax:	
Billing Address:	
City/State/Zip:	
Billing email:	

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This agreement entered into this ____ day of _____, 20__ by and between CUSHION EMPLOYER SERVICES (hereinafter referred to as "Cushion"), and _____ (Company, hereinafter referred to as "Client").

The Client certifies and agrees:

- that it will comply with all the provisions of Public Law 91-508 (Fair Credit Reporting Act, hereinafter FCRA) and all other applicable statutes, both state and federal.
- that each time a request for information is made of **CUSHION**, the Client's representative authorized to make such a request will use the information or report solely for a permissible purpose, namely for employment purposes.
- that information will be requested only for the Client's exclusive use. All consumer information will be held in strict confidence, except to the extent permitted by law. Only the Client's designated representative(s) may request employee reports. Employees will be forbidden to attempt to obtain reports on themselves, associates, or any other person except in the exercise of their official duties.
- that each time a request for information is made of **CUSHION** for employment purposes, Client will comply with §604 of the FCRA namely; (1) the consumer has been given a clear and conspicuous written notice, in advance (in a document that consists solely of the disclosure), that a consumer report may be requested for employment purposes; (2) the consumer has authorized the Client, in writing, to procure the report; (3) the information in the consumer report will not be used in violation of any applicable federal or state Equal Employment Opportunity law or regulation; (4) before taking adverse action, in whole or in part on the report, Client will provide the consumer a copy of the report and a description of the consumer's rights under the FCRA. (Public Law 91-508 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 of the United States Code, or imprisoned not more than two years, or both.)
- to furnish **CUSHION** with written or oral information giving the following data:
 - (A) Any pertinent applicant information to make **CUSHION** files more complete, immediately upon request by **CUSHION**.
 - (B) Such pertinent information on present or former employees as may be requested by **CUSHION**.
 - (C) A copy of the signed authorization by the applicant immediately upon request. The Client will provide prompt, accurate and complete information at the time of transmission and will comply with §623 of the FCRA.

Client understands that any consumer information obtained from public record sources is reported as recorded in the public record. **CUSHION** cannot guarantee the accuracy of such record, provided that **CUSHION** is found to have reported said information accurately as recorded at the source. **CUSHION** shall fully protect, indemnify and keep and save Client harmless, and its agents, employees and independent contractors from any liability and from any loss or expense including reasonable attorneys' fees for any negligence in connection with the accuracy of said information suffered by the Client if **CUSHION** is found to have failed to report said information accurately as recorded at the source. Further, **CUSHION** shall fully protect, indemnify and keep and save Client harmless, and its agents, employees and independent contractors from any liability and from any loss or expense including attorneys' fees for any willful or intentional act or omission or its gross negligence in connection with its provision of services under this Agreement.

IT IS MUTUALLY AGREED that this Agreement shall remain in force and effect for an initial period of six calendar months from the date of signing or until written notice of cancellation shall be given by either party at least thirty (30) days in advance of said cancellation date. Fees schedules and any addendums relating to these services are attached as part of this agreement. Invoices are submitted on the first of each month for services completed in the previous period. All payment for services shall be within fifteen (15) days of invoice. A late fee of \$25 (twenty five dollars) and interest of 1.5% per month (one and one half percent), or as allowed by Florida Law, shall be applied monthly to any outstanding balances.

I am certifying that I have read and understand the Electronic Signature (E -Sign) Consent Statement below. All company document(s) have been, or will be, processed by me in the future, using my unique user password in the secured employee site. I understand and agree to use the company's electronic notice and the electronic signature system. My electronic authorization is equal to, and will serve in the same capacity as, my personal signature.

E-Sign Consent Disclosure Electronic signatures based upon use of identification codes in combination with passwords must employ controls to ensure security and integrity. Our company employs the following controls and procedures: (1) The uniqueness of each combined identification code and password is maintained in such a way that no two individuals have the same combination of identification code and password; (2) persons using identification codes and/or passwords must ensure that they are periodically recalled or revised; (3) loss management procedures are followed to de-authorize lost, stolen, missing, or otherwise potentially compromised User ID's and Password that bear or generate access to private information; (4) transaction safeguards are used and I agree to safeguard my passwords to prevent any unauthorized use of passwords and/or identification codes, and I also agree that if I detect any such breach to report any attempt to misuse such codes to **CUSHION** management immediately; (5) functions may not be altered in an unauthorized manner.

Tennessee Law shall apply to any dispute or proceedings arising from this agreement.

For Client - Signed: _____ Print Name: _____ Title: _____ Date: _____

For CUSHION - Signed: _____ Print Name: _____ Title: _____ Date: _____

When complete email to cushioninfo@cushioncorp.com or fax to 615 742-9928