
BACKGROUND INVESTIGATIONS SERVICE AGREEMENT

COMMERCIAL INVESTIGATIONS LLC, a limited liability company hereafter referred to as "CI", and _____, hereafter referred to as "Client", enter into this agreement under the terms and conditions set forth below. CI is licensed by the New York State Department of State, Division of Licensing Services.

CI shall act in accordance with the Fair Credit Reporting Act (FCRA) and its amendments and shall qualify prospective clients in fulfillment of compliance standards set forth by the FCRA. CI reserves the right to deny its services to companies that do not operate within the scope of the FCRA. It is the sole responsibility of Client to be educated about, and in compliance with the FCRA and any subsequent amendments, as well as all state laws governing the request, use, and content of an investigative consumer report.

Client agrees, in accordance with the FCRA, to disclose to the applicant in writing, using a document that consists solely of such disclosure, that a report may be procured, and to obtain the applicant's written authorization for such report. Such written authorization shall be kept on file by Client. Client also agrees that when adverse action is taken based upon information in a consumer report, client will advise the applicant of the action, provide them with the report including the summary of their rights under the FCRA, and provide information about CI and how to contact CI. Finally, client agrees to keep all reports confidential, use them only for the purpose intended, and not to disclose them to unrelated third parties. In addition, Client is solely responsible for the final verification of the applicant's identity. CI employees will assist Client in understanding reports, but they are not allowed to render any legal opinions.

CI shall use its best efforts to perform its background investigations within a reasonable timeframe. CI will charge fees quoted on distributed rate schedules, as well as mandatory court and other third party fees, for background investigations undertaken pursuant to Client's request. Client understands and agrees that the searches performed and the information obtained may be undertaken by independent contractors of CI. While CI cannot guarantee the accuracy of its search results, it will use its best efforts to obtain all relevant information. Client must be an End-User to request and utilize consumer reports.

CI will forward detailed reports, which will outline the information obtained, and invoices outlining the work performed. Payment terms are Net (30) thirty days. Any invoices that are more than thirty (30) days overdue will be subject to a late fee of 1.5% interest per month until paid.

CI shall have the right to terminate its services to Client if services are not paid in a timely manner, if Client fails to cooperate with a reasonable request, or if CI determines that continuation of services would be unethical, impractical, improper, or otherwise undesirable. In the event this agreement is terminated for any reason, CI shall be entitled to all fees, expenses, and costs incurred.

Should a dispute arise out of our agreement for any reason, except non-payment issues, the parties agree that the matter will be submitted to arbitration through the American Arbitration Associations (AAA) under its Commercial Arbitration Rules, the parties shall split the initial arbitration costs and the prevailing party shall be entitled to reimbursement of all its costs, expenses and reasonable attorney's fees incurred. Judgment on an award rendered by an Arbitrator may be entered in any court having jurisdiction thereof.

Issues of non-payment shall not be subject to arbitration and jurisdiction on all such issues shall lie in Rensselaer County, New York, or in any court, which shall have, proper jurisdiction over the parties and CI shall be entitled to reasonable attorney's fees and costs.

Client shall indemnify, hold harmless and defend CI from and against any and all losses incurred by, or claims against CI, including attorney's fees, costs or damages, arising from any claim, cause of action, injury or damage to persons or property in connection with the negligence, misconduct, or breach of contract of Client's directors, officers, employees, prospective employees or agents, or of CI's independent contractors, in connection with the services performed under this agreement unless the claims, causes of action, damages, costs, expenses, or liabilities shall directly result from the gross negligence or misconduct of CI or any of its directors, officers, or employees. In addition, Client shall hold CI harmless from any and all claims or damages arising out of the failure to obtain information with regard to a request, except for the gross negligence or misconduct of CI, its directors, officers, or employees.

This agreement shall become effective beginning on the _____ day of _____, 200__ and shall continue until terminated by the parties.

CI Authorized Signature

Client Authorized Signature

Print Name

Print Name

Title

Title

Date

Date