



Thanks for the opportunity to serve you. We look forward to working with you!

Please complete our service agreement and our other disclosures and agreements and fax them back to us at 888-213-9341.

We need your signature on these documents to indicate your compliance with the laws regulating use of our reports.

Once your account is set up in our system, we will notify you and will send your login credentials by email.

It usually takes 24 hours or less to get your account set up and activated.

Please let us know if you have any questions. You can reach us at 888.588.2525 ext 216.

Membership Application



First Check Applicant Screening
PO Box 92033 Southlake TX 76092
888-588-2525 / 817-410-8383 - Voice
888-213-9341 / 817-887-1467 - Fax

Date of Application: _____

Important: All information must be completed in its entirety. Please print clearly and legibly to ensure accurate and timely processing.

General Company Information

Company Name: _____ Years in Business _____ yrs _____ mos.
Type of Ownership (indicate one): Partnership Sole Owner Nonprofit Corporation LLC
Do you have any other company name(s) or dba? Yes No If Yes, please list: _____
Contact Email Address: _____ Web Site _____

Physical Street Address (**no P.O. box numbers, please**): _____
City: _____ State: _____ ZIP: _____ How Long? _____ yrs _____ mos.
Main Phone: () _____ Fax: () _____ Is this a residential address? Yes No
Previous Address: _____
City: _____ State: _____ ZIP: _____ How Long? _____ yrs _____ mos.
Do you own or lease the building in which you are located? (please check one) Own Lease

Principal of the Company (If sole owner or partnership, please complete the section below.)

Principal name: _____
Title or Position: _____ Phone: () _____
Social Security Number: _____ Year of Birth: _____
Residential Street Address: _____
City: _____ State: _____ ZIP: _____

Affiliated or Parent Company Information

* **Do you have any branch offices located in the state of California?** Yes No

Affiliated or Parent Company Name: _____
Contact Name: _____ Title: _____
Address: _____ Phone: () _____
City: _____ State: _____ ZIP: _____

Business Information (Please tell us about your company.)

Type of Business: _____ Do you need a Purchase Order? Yes No PO# _____
Do you have an Investigation License? Yes No If Yes, please provide a copy with this application.
Estimated # of Screening Reports you will access monthly: _____
How will you access the Credit Reports? Personal Computer/ Internet Fax In Application
Does your company qualify for sales tax exemptions? Yes No If Yes, please provide proof.

Permissible Purpose/Appropriate Use (Application will not be processed unless this information is provided.)

Please describe the specific purpose for which First Check reports will be used. (What will you do with the information obtained?)

This section MUST be completed.

Billing Information

Contact Name: _____ Phone: () _____
Address: _____ Fax: () _____
City: _____ State: _____ ZIP: _____

Bank Reference (Please provide the name of the bank which maintains your business checking account.)

Bank Name: _____ Phone: () _____
Address: _____
City: _____ State: _____ ZIP: _____
Business Checking Account Number(s): _____

I have read and understand the “**FCRA Requirements**” notice and “**Access Security Requirements**” and will take all reasonable measures to enforce them within my facility. I certify that I will use the First Check product information for no other purpose other than what is stated in the Permissible Purpose/Appropriate Use section on this application and for the type of business listed on this application. I will not sell the report to any consumer directly or indirectly. I understand that if my system is used improperly by company personnel, or if my access codes are made available to any unauthorized personnel due to carelessness on the part of any employee of my company, I may be held responsible for financial losses, fees, or monetary charges that may be incurred and that my access privilege may be terminated. I (our company) also agree to pay our bill in full each month according to First Check’s payment terms which are Net 30.

I certify that I have read the above statements and all information provided is accurate and hereby authorize the **Bank Reference to Release** information to First Check.

Company Name _____ DBA Name (if applicable) _____

X _____
Authorized Signature Date

_____ Title

If you have questions or need additional information, please call 888-588-2525 ext

Revised 02/07

Lisa Manning



Client Certification of Use for Background Reports

The Undersigned User and First Check hereby agree to the following:

User has access to consumer reports, defined as ANY report to determine an individual’s eligibility, as outlined in the Fair Credit Act (FCRA), which includes employment (pre-employment, promotion and reassigning, periodic background checks), tenant screening, and use in connection with a financial transaction/extension of credit or the underwriting of insurance. All reports furnished by First Check are based upon your certification that you have a permissible purpose to obtain the report. The information contained in First Check reports was obtained in good faith from sources deemed reliable, but the completeness or accuracy is not guaranteed. User agrees to hold First Check and its’ agents harmless from any error or omission contained in First Check reports.

1. Requesting a Consumer Report and/or Investigative Consumer Report for Employment Purposes.

User certifies and warrants that a consumer report for employment purposes will not be requested unless:

- A. A clear and conspicuous disclosure has been made in writing to the consumer before the report is obtained, in a document that consists 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.
- C. If an Investigative Consumer Report is requested, the consumer must be notified in writing not later than three days of requesting said report.
 - 1. A consumer Summary of Rights must be provided in the format approved by the Federal Trade Commission. An initial copy will be provided by First Check.
 - 2. The Consumer has the right to request the nature and scope of the investigation and the employer must respond in writing not later than five days after receiving the consumers request or from the date the investigation was first requested, whichever is the later.

2. Requirements upon an Adverse Action/Decision

User certifies and warrants that before taking an adverse action due to the contents in whole or part of the Consumer Report, it will provide to the consumer:

- A. A copy of the Consumer Report
- B. A copy of the Summary of Consumer Rights in the format approved by the Federal Trade Commission. An initial copy of the summary will be provided by First Check.
- C. Adverse Action Notification:
 - 1. Must be in written, oral, or electronic form.
 - 2. Must contain First Check’s name, address and phone number.
 - 3. Must advise the consumer of his/her right to obtain a free copy of the report within 60 days of the adverse action and to dispute the accuracy or completeness of the report.
 - 4. User acknowledges that this entire procedure must be repeated before future reports on the individual are requested.
 - 5. User will hold the contents of the consumer report in strict confidence and use information for purposes outlined in the disclosure.
 - 6. Failure to comply with FCRA requirements can result in state or federal enforcement actions, as well as private lawsuits. (Section 606, 617, 621). In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution.(Section 619).

Company Name _____

Physical Address (include City, State, Zip) _____

Telephone Number _____ Fax Number _____ Email _____

User / Responsible Party (Printed Name) _____ Job Title _____

Signature _____ Date _____



FCRA Requirements (Federal Fair Credit Reporting Act Public Law 91 -508)

Access Security Requirements

Although the FCRA primarily regulates the operations of consumer credit reporting agencies, it also affects the user of the information. Please read the Fair Credit Reporting Act located at <http://www.ftc.gov/os/statutes/fcrajump.htm>. Your signature below acknowledges your familiarity with the FCRA. We suggest you and your employees become familiar with the following sections in particular: 604 - Permissible purpose of reports, 610 - Conditions of disclosures to consumers, 615 - Requirements of 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 is of direct consequence to users who obtain reports on consumers.

As directed by law, credit reports may only be issued if they are to be used for extending credit, review or collection of an account, employment purposes, underwriting insurance, or in connection with some other legitimate business transaction such as an investment, partnership, etc. It is imperative that you identify each report to be used for employment purposes when such a report is ordered. Additional state laws may also impact your usage of reports for employment purposes.

First Check strongly endorses the letter and spirit of the Federal Fair Credit Reporting Act. We believe that this law and similar state laws recognize and preserve the delicate balance between the rights of the consumer and the legitimate needs of commerce.

In addition to the Federal Fair Credit Reporting Act, other federal and state laws addressing such topics as computer crimes and unauthorized access to protected databases have also been enacted. As a prospective user of consumer reports, we expect that you and your staff will comply with all federal statutes and the statutes and regulations of the state in which you operate.

We support consumer reporting legislation that will ensure fair and equitable treatment for all consumers and users of credit information.

Regarding Access Security Requirements, we (as a reseller) have an obligation to implement policies which protect the confidential nature of credit databases and assure respect for the consumer's right to privacy. First Check customers are required to demonstrate a "permissible purpose" for obtaining credit reports and must act responsibly when accessing consumer credit databases.

It is a requirement that all First Check customers take precautions to secure any system or device used to access consumer credit information. To that end, the following requirements have been established:

- * Your First Check account number and any passwords must be protected in a way that this sensitive information is known only to key personnel. Under no circumstances unauthorized persons have knowledge of your password. The information should not be posted anywhere in your facility.
- * Any system access software you may use, whether developed by your company or purchased from a third party vendor, must have your account number hidden or embedded so that the password is known only to the supervisory personnel. Each user of your system access software then must be assigned a unique logon password.
- * Your account numbers and passwords are not to be discussed by telephone to any unknown caller, even if the caller claims to be an employee.
- * The ability to obtain credit information should be limited to a few key personnel.

* Any terminal devices used to obtain credit information should be placed in a secure location within your facility. Access to the devices should be difficult for any unauthorized personnel.

* Any device/systems used to access consumer reports should be turned off and locked after normal business hours, when unattended by key personnel.

* hard copies and electronic files of consumer reports are to be shredded or destroyed, rendered unreadable, when no longer needed and when it is permitted to do so by applicable regulations.

* 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 regulations(s).

"Any person who knowingly or willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined not more than \$5000 or imprisoned not more than a year, or both." Federal Fair Credit Reporting Act (15USC1681q)

Signed _____ **Date** _____

Company _____ **Position** _____



Applicant Notification / Release of Information

In connection with my application for employment, I understand that investigative inquiries on my background, in accordance with the Fair Credit Reporting Act and all state and federal laws, are to be made on me, including information as to my personal character, abilities, work habits, mode of living, residency, general reputation, performance, experience, and other qualities pertinent to my qualifications for employment, including reasons for termination of past employment.

I understand that prospective employer and/or First Check may make inquiries, including but not limited to my consumer credit history, education, professional licensing, and criminal history and driving history. Furthermore, I understand that prospective employer and/or First Check may request information from various federal, state and other agencies that maintain records concerning my past driving history, credit history, criminal history, military history, civil and other experiences.

I understand that according to the Fair Credit Reporting Act, I am entitled to know if employment is denied because of information obtained by my perspective employer from a Consumer Reporting Agency. Upon written request, I will be informed whether an investigative consumer report was requested and will be given full information as to the nature and the scope of the investigation, as well as the name of the reporting agency or sources of information.

I authorize without reservation, any party (including, but not limited to, employers, law enforcement agencies, state agencies, institutions and private information bureaus or repositories) contacted by prospective employer and/or First Check to furnish any or all of the above mentioned information. In addition, I hereby release First Check and prospective employer from any and all liability for damages arising from the investigation and disclosure of the requested information. I further release and discharge all liability from all companies, agencies, officials, officers, employees and other persons, who, in good faith provide to prospective employer and/or First Check the above mentioned information as requested, in order to successfully complete a background investigation for my application of employment. I will allow a photocopy of this authorization to be as valid as the original.

Print Full Name: _____

Social Security _____ *Date of Birth _____ / _____ / _____

Current Address _____

City/State/Zip _____

SAMPLE ONLY

Driver's License # _____ State _____

Prospective Employer _____

Applicants Signature _____

** Notary Signature _____ Printed _____

State _____ County _____ Commission Expires _____

* Date of birth is being requested only for the purpose of identification in obtaining accurate retrieval of records, and will not be used for discriminatory purposes. ** Only when requested

FIRST CHECK
1500 CORPORATE CIRCLE STE 16
SOUTHLAKE , TX 76092
817-410-8383

SAMPLE CONSUMER DISCLOSURE

CONFIDENTIAL TO BE OPENED BY ADDRESSEE ONLY
JONATHAN Q CONSUMER
123 MAIN ST
DALLAS, TX 75201

August 12, 2004

Dear JONATHAN CONSUMER,

We are writing to inform you that in evaluating your application for employment we have received the enclosed consumer report. This notification is provided because an adverse decision may be based, in whole or part, on this report. We are hereby informing you of certain information pursuant to the Fair Credit Reporting Act.

The report was prepared pursuant to an authorization signed by you at the time of application. A summary of your rights as a consumer is enclosed.

If you have any questions regarding this report or believe that it may contain incorrect information, you may contact this company and they will respond to your inquiry. Their mailing address and phone number are listed below:

FIRST CHECK
1500 CORPORATE CIRCLE SUITE 16
SOUTHLAKE, TX 76092
Voice: 817-410-8383 Fax: 817-329-9569

FIRST CHECK only provided us the consumer report and plays no part in the decision to take any action on your employment application. FIRST CHECK is unable to provide you with specific reasons for any employment related decisions to be made.

Sincerely,
FIRST CHECK

Enc.

Consumer Report
Consumer Rights Notification

FIRST CHECK * 1500 CORPORATE CIRCLE STE 16
SOUTHLAKE , TX 76092
Phone 817-410-8383 * Fax 817-329-9569

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" FIRST CHECK. 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 - the creditors, employers, landlords, and other businesses. You can find the complete text of the FCRA, 15 U.S.C. §§1681-1681u, at the Federal Trade Commission's web site (<http://www.ftc.gov>). 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 OR CONCERNS
REGARDING:**

CRA's, creditors and others not listed below

National banks, federal branches/agencies of
Foreign banks (word "National" or initials
"N.A." appear in or after bank's name)

Federal Reserve System member banks (except
national banks, and federal branches/agencies of
foreign banks)

Savings associations and federally chartered
savings banks (word "Federal" or initials "F. S.
B." appear in federal institution's name)

Federal credit unions (words "Federal Credit
Union" appear in institution's name)

State-chartered Banks that are not members of
the Federal Reserve System

Air, surface, or rail common carriers regulated
by former Civil Aeronautics Board or Interstate
Commerce Commission

Activities subject to the Packers and Stockyards
Act, 1921

PLEASE CONTACT:

Federal Trade Commission
Consumer Response Center - FCRA
Washington, DC 20580 * 202-326-3761

Office of the Comptroller of the Currency
Compliance Management, Mail Stop 6-6
Washington, DC 20219 * 800-613-6743

Federal Reserve Board
Division of Consumer & Community Affairs
Washington, DC 20551 * 202-452-3693

Office of Thrift Supervision
Consumer Programs
Washington, DC 20552 * 800-842-6929

National Credit Union Administration
1775 Duke Street
Alexandria, VA 22314 * 703-518-6360

Federal Deposit Insurance Corporation
Division of Compliance & Consumer Affairs
Washington, DC 20429 * 800-934-FDIC

Department of Transportation
Office of Financial Management
Washington, DC 20590 * 202-366-1306

Department of Agriculture
Office of Deputy Administrator - GIPSA
Washington, DC 20250 * 202-720-7051

FIRST CHECK
1500 CORPORATE CIRCLE STE 16
SOUTHLAKE , TX 76092
817-410-8383

SAMPLE ADVERSE ACTION NOTICE

CONFIDENTIAL TO BE OPENED BY ADDRESSEE ONLY
JONATHAN Q CONSUMER
123 MAIN ST
DALLAS, TX 75201

August 12, 2004

Dear JONATHAN CONSUMER,

This letter is to inform you that an offer of employment will not be made at this time. This decision was based in whole or in part, on the information provided us in a *Consumer Report* or *Investigative Consumer Report* .

The report was prepared pursuant to an authorization signed by you at the time of application. Further at that time you received a copy of your consumer report and a summary of your rights under the Fair Credit Reporting Act. The consumer report was used only for employment purposes and prepared for us by a consumer-reporting agency. Their mailing address and phone number are listed below:

FIRST CHECK
1500 CORPORATE CIRCLE SUITE 16
SOUTHLAKE, TX 76092
Voice: 817-410-8383 Fax: 817-329-9569

FIRST CHECK plays no part in the decision to take any action on your employment application. FIRST CHECK is unable to provide you with specific reason(s) for not extending an offer of employment.

You may, upon providing proper identification, request another free copy of the report and may dispute with the consumer reporting agency the completeness or accuracy of any information in the report within 60 days of receipt of this notice with FIRST CHECK.

Sincerely,
FIRST CHECK

**FIRST CHECK * 1500 CORPORATE CIRCLE STE 16
SOUTHLAKE , TX 76092
Phone 817-410-8383 * Fax 817-887-1467**

FIRST CHECK APPLICANT SCREENING
Payment Authorization

Client Information (Please Print):

Company Name: _____

Primary Contact: _____ Years in Business: _____

Physical Address: _____ City: _____ St: _____ Zip: _____

Mailing Address: _____ City: _____ St: _____ Zip: _____

Telephone: _____ Fax: _____ E-Mail: _____

Website: _____ Federal Tax ID #: _____

Invoicing / Billing Information:

Billing Contact: _____ Title: _____

Telephone: _____ Fax: _____ E-Mail: _____

Please provide the following information (Must Complete):

Visa MasterCard American Express

Credit Card #: _____ Expiration Date: _____

Card Holder's Name: _____

CVV Number _____ (For Visa/MC, it is the last 3 digits after the credit card number in the signature area on the back of the card ; for Amex, you can find your four-digit card verification number on the front above the card number on either the left or right side of card).

Card Billing Address: _____ City: _____ St: _____ Zip: _____

Preferred Payment Method:

Please apply payment to our credit card

Note: Credit Card payments are processed on the first of each month. Invoices are emailed at the end of each month prior to the payment being processed.

Please Invoice (Net due within 30 days)

Terms: Unless prior approval has otherwise been granted, we must have a credit card on file to secure payment. Invoices are processed on a monthly basis. Payment for Invoices not received within the 30-day payment terms will be applied to the credit card on file as listed above. For pre-approved unsecured accounts, a \$25.00 late fee will apply for payments not received by the due date.

I certify that I am authorized to execute this Service Agreement on behalf of the company. Further, I certify on behalf of

_____, that the above statements are true and correct and agree to the terms and conditions stated in this Payment

Authorization Form.

Client Authorized Signature: _____ Title: _____ Date: _____

PLEASE SIGN AND FAX BACK TO 888-213-9341