



**SERVICE AGREEMENT**

*Background Verification Services for Episcopal Parishes of Colorado*

**Please Print Neatly- Thank you**

This service agreement is made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 200\_, by and between **Trak-1 Technology** (hereinafter called "**Service Provider**") and \_\_\_\_\_ (hereinafter called "Client").

Client Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Credit Card Type: MC VISA AMEX Credit Card #: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Name On Credit Card: \_\_\_\_\_

Credit Card Billing Address (if different than Client or Billing address) \_\_\_\_\_

Invoiced Clients - **e-Invoice** or **regular mail**? Please include A/P Contact and e-mail: \_\_\_\_\_

Notes: \_\_\_\_\_

*Client hereby allows Service Provider to bill all monthly activity to Client's credit card. Client agrees to pay a \$25.00 penalty if insufficient funds are available. Client also agrees that they are responsible for payment by alternate means of payment if credit card transaction is declined. Invoicing arrangements are available with approval (All Colorado parishes are approved). If invoiced, there is a standard \$3.50 per month handling fee if you had activity.*

**Note: Trak-1 can now send invoices via e-mail. Please indicate in the Invoiced Clients section above if you would prefer an e-invoice. E-Invoices are sent on the 1st of the month. Thanks!**

**COVENANTS OF SERVICE PROVIDER**

**Service Provider** agrees to accept all Employment Applications submitted by the Client for the purpose of performing background verifications. Client may use direct online system for applicable reports. Client acknowledges that not all background screening products and services are available directly on-line. Client also acknowledges that use of various components of individual public information such as, but not limited to, motor vehicle reports and consumer credit reports are heavily regulated by law. Motor vehicle reports and consumer credit reports require written authorization from applicant It is the Client's responsibility to obtain signed written authorization from applicant prior to obtaining motor vehicle reports, consumer credit reports, and other reports where regulated by law.

**II.**

**Service Provider** agrees to provide access to public records via a secured internet gateway. If approved, Client will also have access to Credit Reports and Motor Vehicle Driving Records. Client must prove the business need to access these reports. Service provider additionally agrees to provide diligence in manual aspects of a complete search when specific service is requested and paid for by Client.



**SPECIAL NEGOTIATED PRICING**

Product/Service Description	Price per search/individual
<b>Package #1: Multi-State and National Sexual Offender Search</b> (Instant and Online) Includes 43 States Criminal/50 States plus Washington D.C. Sexual Offender Registry - see <i>list for details</i> . In-depth Colorado Criminal and Sex Offender search is also included along with a social trace for identity verification.	<b>Discounted Price: \$27.00</b>
<b>Package #2: Full Executive Staff Member Screening Package</b> includes a Multi-State and National Sexual Offender Search augmented when necessary by individual county searches of addresses over the past 7 years (maximum - 2 counties). A full credit report or a credit header to verify identity, a motor vehicle driving report and previous employment and education verifications.	<b>Discounted Price: \$94.00</b>
<b>Package #3: Full Executive Staff Member Screening Package with Social Trace instead of a full credit report</b> includes a Multi-State and National Sexual Offender Search augmented when necessary by individual county searches of addresses over the past 7 years (maximum - 2 counties). A social trace a.k.a. a credit header to verify identity, a motor vehicle driving report and previous employment and education verifications.	<b>Discounted Price: \$94.00</b>
<b>Add on: MVR (Motor Vehicle Record)</b>	<b>Discounted for CO MVR: \$8.00</b> Other States are \$5.00 plus State Fee
<b>Add on: Full Credit Report</b>	<b>\$9.00</b>
<b>Optional: In-Depth Individual County Criminal Search</b> (Manual process; can take up to 48-72 hours)	<b>\$14.99 - \$59.99 (varies by State) Usually \$14.99 plus court access fees (where applicable)</b>

*All prices are subject to change. If prices change, Trak-9 will give a 30 day notice*

**Please Initial**



## COVENANTS OF CLIENT

**Client** agrees to provide Service Provider, when requested, with complete and legible employment applications and/or all subsequent information as required by client necessary to fulfill its obligations as set forth within the Covenants and Conditions of this Service Agreement.

II.

**Client** hereby agrees to pay the Service Provider all applicable fees for services rendered as set forth within this agreement via credit card that Service Provider will keep on file. Service Provider may allow client to be invoiced with approval. If Client is invoiced by Service Provider, Client agrees to pay all applicable fees for services rendered no later than (20) twenty days following the date of invoice issued by Service Provider for services rendered. Invoices paid after (20) days from date of issuance are subject to an additional 2% per month late fee. Furthermore, Client agrees that a dispute of any invoice submitted by the Service Provider must be furnished in writing to Service Provider no later than the (5<sup>th</sup>) day following the receipt of said invoice.

### **Indemnification:**

**Client** shall indemnify, defend and hold harmless Service Provider and its officers, directors, employees, successors, and assignees from any and all losses, liabilities damages and claims and all related costs and expenses including reasonable attorney fees, arising from or in connection with any negligence or breach of this Agreement by Client. Service Provider shall not be liable to Client or any third party for any alleged or actual losses resulting from any acts or omissions by Client or by a third party who provided information to Service Provider in the exercise of its ordinary business practice.

**Client** is solely responsible for ensuring that all searches requested by Client (and to be conducted by Service Provider) are requested by Client with appropriate authorization and for lawful and permissible purposes, pursuant to the Fair Credit Reporting Act, Fair Housing Act and any other applicable state or federal laws. Client shall indemnify, defend and hold harmless Service Provider and its officers, directors, employees, successors, and assignees from any and all losses arising in connection with any searches conducted at Client's request by Service Provider. Client shall indemnify, defend and hold Service Provider harmless, including its officers, directors, employees, Service Providers, successors, assigns, and third party suppliers, from any and all losses arising in connection with the same.

### **Disclaimer of Warranty:**

**Client** understands that Trak-1 obtains its data from third parties and that Trak-1 therefore cannot guarantee or warrant the accuracy, merchantability or fitness for a particular purpose of the Data and Services provided.

### **Damage Exclusion:**

In no event will Service Provider be liable for any indirect, special, incidental, punitive or consequential damages including lost profits, earnings, or business opportunity arising out of the subject matter of this agreement or as a result of the operability or inoperability of the Trak-1 softwareproduct.

IV.

Client understands and agrees that the initial term of this Agreement is 12 months and the Agreement shall automatically renew for an additional 12 months unless cancellation of this agreement is submitted in writing to Service Provider no less than thirty (30) days prior to termination.



**CONDITIONS**

**Client** acknowledges that information supplied on Consumer Credit Reports are protected under the Fair Credit Reporting Act, 15 U.S.C. §§1681, et seq. (the "FCRA") and Motor Vehicle Reports are protected under the Federal Drivers Privacy Protection Act (DPPA). Client further acknowledges and understands that the information disclosed may be governed or regulated by a State law or local ordinance. The "FCRA" requires that information contained in a consumer report shall not be disclosed to a person not authorized to receive it, similarly, applicable state or local law may impose restrictions upon release, disclosure or use of said information. Client agrees to hold in strictest confidence all information derived from Service Provider and Client shall not disclose under any circumstances, the contents of the information to any person or entity except as authorized under the Act. Client shall become familiar with said "FORA" and Client accepts complete and full responsibility for any damage resulting from violations of said "FCRA".

Client acknowledges that during the course of this Service Agreement Client may be in receipt of proprietary and confidential information relating to the Service Providers business and hereby agrees to hold said information in strict confidence including, but not limited to, the Covenants and Conditions of this Service Agreement.

The waiver of a breach or violation of any Covenant or Condition of this agreement shall not be construed to be a waiver of any subsequent Covenant or Condition of this agreement.

This agreement shall be interpreted, construed and governed according to the laws of the State of Texas.

**SPECIAL NOTE:** On-line Criminal Records are searched by Name and Date of Birth only (DOB, Last Name and First Three Letters of First Name). It is important to verify this data before conducting a search. A false positive result may occur (i.e. date of birth, last name and first 3 letters of first name match), so we recommend handling all results with care.

**AGREED:**

**Service Provider:**  
TRAK - 1 Technology  
PO Box 130159  
Houston, TX 77219

**AGREED:**

**Print Name:** \_\_\_\_\_

**Authorized Signature:**

**Title:** \_\_\_\_\_

**Date:**

[www.trak-1co.com](http://www.trak-1co.com) Phone 1-800-600-8999 Fax 1-888-743-7668