



## CREDIT & FINANCIAL

\$ 10.00

### **Employment Credit Report<sup>9</sup>**

*PEER® Report: Bankruptcies, debts, defaults. One-time site inspection and fee required.*

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1. Includes Sex Offender, Global Homeland Security, and Office of Foreign Asset Control database searches. 2. Individual products billed at quoted price. Prices exclude any pass-through, access, or data fees. 3. Address history from credit headers, utilities, etc. Does not determine the eligibility of employees to work in the U.S. Crosschecks with Social Security Death Index. 4. Counties listed on Social Security Address Trace. Prices exclude any pass-through, access, or data fees. 5. Certain industries capped at three counties.

All prices are per name, per search, unless otherwise noted. The pricing being offered is based off of an average monthly volume of 4 orders placed.

**Background Screening Footnotes:**

1. Includes Sex Offender, Global Homeland Security, and Office of Foreign Asset Control database searches.
2. Individual products billed at quoted price. Prices exclude any pass-through, access, or data fees.
  - a) Individual products billed at fixed-fee price. Excludes any pass-through, access, or data fees.
3. Address history from credit headers, utilities, etc. Does not determine the eligibility of employees to work in the United States. Crosschecks with Social Security Death Index.
4. Counties listed on Social Security Address Trace. Prices exclude any pass-through, access, or data fees.
5. Certain industries capped at three most recent counties.
6. Prices exclude any pass-through, access, or data fees.
7. Prices subject to change. Prices exclude any pass-through, access, or data fees. Available states/territories include: Alabama, Alaska, America Samoa, Colorado, Connecticut, Delaware, District of Columbia (Washington DC), Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Michigan, Minnesota, Missouri, Mississippi, Montana, Nebraska, New Jersey, New Mexico, New York NYOCA, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington State, West Virginia, Wisconsin.
8. Fee charged per individual verification. Three attempts made at each reference. Prices exclude any pass-through, access, or data fees.
9. Credit inspection required to meet Federal regulations. One-time \$85.00 inspection fee.
10. 'Preferred' testing sites incur additional site fee.

**§ 613. Public record information for employment purposes [15 U.S.C. § 1681k]**

- (a) **In general.** A consumer reporting agency which furnishes a consumer report for employment purposes and which for that purpose compiles and reports items of information on consumers which are matters of public record and are likely to have an adverse effect upon a consumer's ability to obtain employment shall—
  - (1) at the time such public record information is reported to the user of such consumer report, notify the consumer of the fact that public record information is being reported by the consumer reporting agency, together with the name and address of the person to whom such information is being reported; or
  - (2) maintain strict procedures designed to insure that whenever public record information which is likely to have an adverse effect on a consumer's ability to obtain employment is reported it is complete and up to date. For purposes of this paragraph, items of public record relating to arrests, indictments, convictions, suits, tax liens, and outstanding judgments shall be considered up to date if the current public record status of the item at the time of the report is reported.
- (b) **Exemption for national security investigations.** Subsection (a) does not apply in the case of an agency or department of the United States Government that seeks to obtain and use a consumer report for employment purposes, if the head of the agency or department makes a written finding as prescribed under section 604(b)(4)(A).

# VERIFIED FIRST END-USER AGREEMENT

Version 1.5 – Nov 16, 2018

THIS END-USER AGREEMENT ("Agreement") is made and entered into by and between Verified First, LLC, an Idaho Limited Liability Company with offices at 1550 S. Tech Ln #200, Meridian, ID 83642 ("Company") and City of Costa Mesa (legal business entity name) doing business as City of Costa Mesa (hereafter "End-User"). This Agreement shall be effective on the date of first signature below (the "Effective Date") provided a counter-signature is obtained.

## 1. General

End-User is engaged in the business of local government. End-User represents that it is a legal entity in good standing with a legitimate permissible purpose for requesting the Services offered by Company.

In connection with the Services (as such term is defined at [www.verifiedfirst.com/definitions](http://www.verifiedfirst.com/definitions)) provided pursuant to the terms of this Agreement, Company strives to deliver accurate and timely information products to assist End-User in making intelligent and informed decisions for a permissible purpose under applicable law. To this end, Company assembles information from a variety of sources, including databases maintained by consumer reporting agencies containing information from public records, other information repositories and third-party researchers. End-User understands that these information sources and resources are not maintained by Company. Therefore, Company cannot be a guarantor that the information provided from these sources is absolutely accurate or current. Nevertheless, Company has in place reasonable procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.

## 2. End-User's Certification of Fair Credit Reporting Act (FCRA) Permissible Purpose(s)

a) End-User hereby certifies that all of its orders for information products from Company shall be made, and the resulting reports shall be used, for the following Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, permissible purposes only (***please check all that apply***):

- i) Section 604(a)(3)(B). For employment purposes including contractors, volunteers or evaluating a consumer for employment, promotion, reassignment, retention as an employee, where the consumer has given prior written permission.
- ii) For Tenant Screening Purposes at the written direction of the consumer to whom the report relates.

b) End-User will certify the specific permissible purpose at the time the report is requested.

## 3. End-User's Certification of Legal Compliance

a) End-User certifies to Company that the information products it receives will not be used in violation of any applicable federal, state or local laws, including, but not limited to the Fair Credit Reporting Act and Title VII of the Civil Rights Act of 1964. End-User accepts full responsibility for complying with all such laws and for using the information products it receives from Company in a legally acceptable fashion. To that end, End-User agrees to comply with and provide all statutorily required notices in Section 615 of the Fair Credit Reporting Act or other state laws when using information products. End-User further accepts full responsibility for any and all consequences of use and/or dissemination of those products. End-User further agrees that each consumer report will only be used for a one-time use.

b) End-User agrees to have reasonable procedures for the fair and equitable use of background information and to secure the confidentiality of private information. End-User agrees to take precautionary measures to protect the security and dissemination of all consumer report or investigative consumer report information including, for example, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of electronic and hard copy reports. End User agrees to abide by Addendum A attached hereto which is incorporated into and is part of this Agreement.

c) As a condition of entering into this Agreement, End-User certifies that it has in place reasonable procedures designed to comply with all applicable local, state and federal laws. End-User also certifies that it will retain any information it receives from Company for a period of five years from the date the report was received, and will make such reports available to Company upon request. In addition, End-User agrees to abide by all Ban the Box laws and certifies that it will not conduct a background check until after conditional offer of employment has been provided. End-Users seeking credit information must provide information and sign Addendum B before Company can provide credit information to End-User. Addendum B is incorporated into and is part of this Agreement, if applicable.

d) End-User understands that the credit bureaus require specific written approval from Company before the following persons, entities and/or businesses may obtain credit reports: private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media, resellers, financial counseling firms, credit repair clinics, pawn shops (except companies that do only Title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, dating services, massage or tattoo services, businesses that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscriptions companies, individuals involved in spiritual counseling or persons or entities that are not an End-User or decision maker.

e) End-User represents that, if it orders credit reports, End-User will have a policy and procedures in place to investigate any discrepancy in a consumer's address when notified by the credit bureau that the consumer's address, as submitted by End-User, substantially varies from the address the credit bureau has on file for that consumer.

f) End-User hereby acknowledges that it has received a copy of the Summary of Rights (16 C.F.R. Part 601, Appendix A) and Notice of Users of Consumer Reports (16 C.F.R. Part 601, Appendix C).

g) End User hereby certifies that, under the Investigative Consumer Reporting Agencies Act ("ICRA"), California Civil Code Sections 1786 et seq., and the Consumer Credit Reporting Agencies Act ("CCRAA"), California Civil Code Sections 1785.1 et seq., if the End User is located in the State of California, and/or the End User's request for and/or use of Information Products pertains to a California resident or worker, End User will do the following:

(i) Request and use Information Products solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12.

(ii) When, at any time, Information Products are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, provide a clear and conspicuous disclosure in writing to the consumer, which solely discloses: (1) that an investigative Information Products may be obtained; (2) the permissible purpose of the investigative Information Products; (3) that information on the consumer's character, general reputation, personal characteristics and mode of living may be disclosed; and (4) the name, address, telephone number, and website of the Consumer Reporting Agency

conducting the investigation; and (5) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22.

(iii) When, at any time, Information Products are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, only request an Information Product if the applicable consumer has authorized in writing the procurement of the Information Product.

(iv) When Information Products are sought in connection with the hiring of a dwelling unit, notify the consumer in writing that an Information Product will be made regarding the consumer's character, general reputation, personal characteristics. The notification shall include the name and address of End User as well as a summary of the provisions of California Civil Code Section 1786.22, no later than three days after the date on which the Information Product was first requested.

(v) When Information Products are sought in connection with the underwriting of insurance, clearly and accurately disclose in writing at the time the application form, medical form, binder, or similar document is signed by the consumer that an Information Product regarding the consumer's character, general reputation, personal characteristics, and mode of living may be made, or, if no signed application form, medical form, binder, or similar document is involved in the underwriting transaction, the disclosure shall be made to the consumer in writing and mailed or otherwise delivered to the consumer not later than three days after the report was first requested. The disclosure shall include the name and address of End User, the nature and scope of the investigation requested, and a summary of the provisions of California Civil Code Section 1786.22.

(vi) Provide the consumer a means by which he/she may indicate on a written form, by means of a box to check, that the consumer wishes to receive a copy of any Information Products that are prepared.

(vii) If the consumer wishes to receive a copy of the Information Products, the End User shall send (or contract with another entity to send) a copy of the Information Product to the consumer within three business days of the date that the Information Product is provided to End User. The copy of the Information Product shall contain the name, address, and telephone number of the person at End User who issued the report and how to contact him/her.

(viii) Under all applicable circumstances, comply with California Civil Code Sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the Information Product, informing the consumer in writing of End User's name, address, and telephone number, and provide the consumer of a written notice of his/her rights under the ICRA and the CCRAA.

(ix) Comply with all other requirements under applicable California law, including, but, not limited to any statutes, regulations and rules governing the procurement, use and/or disclosure of any Information Products, including, but not limited to, the ICRA and CCRAA.

**h) When Information Products are Used for Employment Purposes**

If the information products End-User obtains from Company are to be used for an employment purpose, End-User certifies that prior to obtaining or causing a "consumer report" and/or "investigative consumer report" to be obtained, a clear and conspicuous disclosure, in a document consisting *solely of the disclosure*, has been made in writing to the consumer explaining that a consumer report and/or investigative consumer report may be obtained for employment purposes. Such disclosure satisfies all requirements identified in the FCRA, as well as any applicable state or local laws

and the consumer has authorized, in writing, the obtaining of the report by End-User. End-User understands that Company will not initiate a report for Employment Purposes in the absence of a written authorization. End-User certifies that each time it orders a report, it is reaffirming the above certification.

Prior to taking adverse employment action based in whole or in part on the information products provided by Company, End-User will provide to the consumer: (1) a copy of the report, and (2) a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act." After the appropriate waiting period, End-User will issue to the consumer notice of the adverse action taken, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act.

Before taking adverse action based on a criminal record the EEOC Criminal History Guidance recommends that you perform an individualized assessment and or other considerations. To obtain a copy of the EEOC Criminal History Guidance please go to the following website: [http://www.eeoc.gov/laws/guidance/arrest\\_conviction.cfm](http://www.eeoc.gov/laws/guidance/arrest_conviction.cfm).

**i) When Information Products are Used for the Permissible Purpose of Tenant Screening**

End-User certifies that it will obtain written authorization from the consumer tenant or resident applicant prior to the procurement of the any consumer report or investigative consumer report by the End-User.

If the consumer's tenant application is denied, or other adverse action is taken based in whole or in part on the information products provided by Company End-User will provide to the consumer: a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act", the right to obtain a copy of his/her consumer report and provide the tenant or resident applicant a reasonable opportunity of time to correct any erroneous information contained in the report. End-User certifies that any adverse action notice will comply with the FCRA including but not limited to satisfying all requirements under the FCRA if credit history is a disqualifying factor. If using a credit score, End-User certifies that it will comply with the Dodd-Frank Act and all applicable regulations relating to using a credit score.

**j) Investigative Consumer Reports**

In addition to the disclosure requirements identified above, if the consumer makes a written request within a reasonable amount of time, End-User will provide: (1) information about whether an investigative consumer report has been requested; (2) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (3) Company's contact information, including complete address and toll-free telephone number. This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

**k) International Criminal Record Searches**

End-User understands that searches of international background screening will be conducted through the services of a third-party independent contractor. Because of differences in foreign laws, language, and the manner in which foreign records are maintained and reported. Company cannot be either an insurer or guarantor of the accuracy of the information reported. End-User therefore releases Company and its affiliated companies, officers, agents, employees, and independent contractors from any liability whatsoever in connection with erroneous information received as a result of an international background screening report.

**l) National/Multi-State Database Searches**

Company recommends that End-User screen its applicants or employees at the county court-house or online system, federal, and multi-state/nationwide database levels. End-User understands that if it chooses not to conduct searches at these levels, Company cannot be held responsible for any records that exist that are not included in the End-User's coverage requested. End-User further understands that the multi-state/nationwide database report will only be offered in

conjunction with a county-level verification of any records found and that End-User will bear any additional costs associated with this verification.

**m) Text Messaging (SMS) Service**

If End-User requests the Company to communicate with consumers via text message to a phone number disclosed by the consumer, End-User understands that it is responsible for obtaining all necessary authorizations for compliance with the Telephone Consumer Protection Act ("TCPA") permitting the Company and its service providers to send text messages to the disclosed phone number. End-User certifies that it will only request the Company to communicate with consumers via text message only after End-User has obtained such authorization(s).

End-User represents and warrants that End-User's use of the Services will not violate any applicable law or regulation. End-User further represents and warrants that End-User will only communicate with individuals in a manner that does not cause either the Company or the End-User to violate any applicable statute, rule, or regulation relating to the use of e-mail, telephonic calls, text messages, SMS messages, "in-app" communications, or similar methods of communicating with individuals who may be the target of the Services obtained by the End-User.

**4. Additional Requirements for Motor Vehicle Records (MVRs) and Driving Records**

End-User hereby certifies that Motor Vehicle Records and/or Driving Records (MVRs) shall only be ordered in strict compliance with the Driver Privacy Protection Act ("DPPA", at 18 U.S.C. § 2721 *et seq.*) and any related state laws. End-User further certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to obtain "driving records," evidence of which shall be transmitted to Company in the form of the consumer's signed release authorization form. End-User also certifies that it will use this information only in the normal course of business to obtain lawful information relating to the holder of a commercial driver's license or to verify information provided by an applicant or employee. End-User shall not transmit any data contained in the resulting MVR via the public internet, electronic mail or any other unsecured means.

**5. Warrants**

In the course of completing background checks, Company may uncover active arrest warrants which are outstanding against the subject. In these cases, Company may be contacted by the law enforcement agency seeking the subject. End-User understands that Company will furnish to law enforcement any information contained within the subject's file to assist in the apprehension of the subject. Additionally, Company may contact End-User, and End-User agrees to release to Company, any and all information End-User may have which will further the apprehension of the wanted individual.

**6. General Provisions**

a) End-User agrees not to resell, sub-license, deliver, display or otherwise distribute to any third party any of the information products addressed herein, except as required by law. End-User may not assign or transfer this Agreement without the prior written consent of Company. In addition, End-User shall immediately notify Company of any of the following events: change in ownership of End-User (over 50%), a merger, change in name or change in the nature of End-User's business. The parties understand that this Agreement is for the sole benefit of Company and End-User and no third party shall be deemed a third party beneficiary of this Agreement. If any of the provisions of this Agreement become invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be impacted. By agreement of the parties, CALIFORNIA law shall guide the interpretation of this Agreement, if such interpretation is required. All litigation arising out of this Agreement shall be commenced in Orange County, CALIFORNIA, and the parties hereby consent to such jurisdiction and venue. Any written notice by either party shall be delivered personally by messenger, private mail courier service, or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed below. This Agreement shall be construed as if it were jointly prepared. Both parties agree that this Agreement constitutes all conditions of service, present and future. Changes to these conditions may be made only by mutual written consent of an authorized representative of End-User and an officer

of Company. The headings of each section shall have no effect upon the construction or interpretation of any part of this Agreement.

b) If End-User is permitted to request consumer reports for employment purposes via Company's website, then, in addition to all other obligations, End-User agrees to abide by such additional conditions that may be imposed to utilize the website, provide all required certifications electronically, to maintain complete and accurate files containing all required consent, authorization and disclosure forms with regard to each consumer for whom a report has been requested, and maintain strict security procedures and controls to assure that its personnel are not able to use End-User's Internet access to obtain reports for improper, illegal or unauthorized purposes. End-User agrees to obtain the consumer's electronic consent to receive any legal or other notices electronically. End-User agrees to allow Company to audit its records at any time, upon reasonable notice given. Breaches of this Agreement and/or violations of applicable law discovered by Company may result in immediate suspension and/or termination of the account, legal action and/or referral to federal or state regulatory agencies.

#### **7. Monitoring Products**

It is the sole responsibility of End-User, and End-User represents and warrants that it maintains reasonable procedures, to promptly notify Company of any personnel changes that are relevant to ensuring accuracy of the checks performed in connection with the monitoring products, including but not limited to MVR, Healthcare Compliance and Criminal. In addition, End-User shall comply with all applicable federal, state and local laws in connection with use of the monitoring products, including but not limited to any additional consent requirements under California law.

#### **8. Confidentiality**

a) Neither party shall reveal, publish or otherwise disclose any Confidential Information to any third party without the prior written consent of the other party. "Confidential Information" means any and all Proprietary Intellectual Property (defined below) or secret data; sales or pricing information relating to either party, its operations, employees, products or services; and, all information relating to any customer, potential customer, Agent, and/or independent sales outlet. The Parties agree to keep this information confidential at all times during the term of this Agreement, and continuing for five years after receipt of any Confidential Information. Notwithstanding anything to the contrary herein, in no event shall Company be required to destroy, erase or return any consumer reports or applicant data related thereto in Company's files, all of which Company shall maintain as a consumer reporting agency in strict accordance with all applicable federal, state, and local laws.

b) In connection with Services, End-User may have access to Confidential Information relating to Company's intellectual property, including but not necessarily limited to trade secrets, service marks, trademarks, trade names, logos, symbols, brand names, software, technology, inventions, processes (that are subject to a patent or otherwise pending) collectively "Proprietary Intellectual Property." End-User acknowledges and agrees that Company is the sole exclusive owner of all right, title and interest in such Proprietary Intellectual Property and it shall not disclose to any third party the nature or details of any such Proprietary Intellectual Property. End-User further agrees that it has no right to publish, reproduce, prepare derivative works based upon, distribute, perform or otherwise display any of Company's Proprietary Intellectual Property.

#### **9. Independent Contractor**

The parties agree that the relationship of the parties created by this Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Except as authorized hereunder, neither party shall represent to third parties that it is the employer, employee, principal, agent, joint venture or partner with, or representative of the other party.

#### **10. Fees and Payment**

a) End-User agrees to pay nonrefundable fees and other charges or costs for Company background check services. Any charges or costs, including but not limited to surcharges and other fees levied by federal, state, county, other governmental agencies, educational institutions, employer verification lines and licensing agencies, incurred by Company in servicing End-User, will be passed onto End-User. At Company's option, payments not received thirty (30) days after the date of the invoice may cause the account to be placed on temporary interruption, with no additional requests being processed until the balance due is paid in full or arrangements have been made with Company's Accounts Payable Department. Accounts with invoices unpaid thirty (30) days or more will be assessed an interest charge of 1.5 % per month, as allowed by applicable law. In addition, Company charges a 3% fee for collecting payments via credit card. Any concerns regarding invoices or line items must be brought to the attention of Company's billing department within 15 days of the date of such invoice. A \$25 fee will be charged on all returned checks and non-sufficient funds.

b) If the account goes to collection, End-User agrees to pay all collection expenses, including attorneys' fees and court costs. End-User agrees that prices for services are subject to change without notice, although Company will make every reasonable effort to give notice of such change before it becomes effective. Any account that remains inactive for a period of twelve (12) months will be deemed inactive and may be terminated by Company.

#### **11. Warranties, Remedies, and Limitation of Liability**

a) End-User understands that Company obtains the information reported in its information products from various third party sources "AS IS", and therefore is providing the information to End-User "AS IS". Company makes no representation or warranty whatsoever, express or implied, including but not limited to, implied warranties of merchantability or fitness for particular purpose, or implied warranties arising from the course of dealing or a course of performance with respect to the accuracy, validity, or completeness of any information products and/or consumer reports, that the information products will meet End-User's needs, or will be provided on an uninterrupted basis; Company expressly disclaims any and all such representations and warranties.

b) COMPANY WILL NOT BE LIABLE TO END-USER FOR DAMAGES, AND END-USER HEREBY RELEASES COMPANY FROM ANY LIABILITY FOR DAMAGES ARISING UNDER ANY THEORY OF LEGAL LIABILITY TO THE FULLEST EXTENT THAT END-USER MAY LEGALLY AGREE TO RELEASE COMPANY FROM LIABILITY FOR SUCH DAMAGES, PROVIDED HOWEVER, THAT END-USER DOES NOT RELEASE COMPANY FROM ANY LIABILITY ARISING SOLELY FROM THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF COMPANY (UNLESS ATTRIBUTED OR IMPUTED TO COMPANY BY REASON OF ANY ACT OR OMISSION OF END-USER WHETHER AS AN AGENT OF COMPANY OR OTHERWISE). IN THE EVENT COMPANY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE LIABLE TO END-USER FOR ANY MATTER ARISING UNDER OR RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, EQUITY, TORT OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY CLAIM FOR NEGLIGENCE), THE AMOUNT OF DAMAGES RECOVERABLE AGAINST COMPANY FOR ALL SUCH MATTERS WILL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO COMPANY BY END-USER FOR THE SERVICE TO WHICH A GIVEN CLAIM RELATES PROVIDED PURSUANT TO THIS AGREEMENT, AND RECOVERY OF THE AMOUNT IS END-USER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER. IN THE EVENT COMPANY IS LIABLE TO END- USER FOR ANY MATTER RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, EQUITY OR TORT (INCLUDING WITHOUT LIMITATION ANY CLAIM FOR NEGLIGENCE), AND IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY OR REMEDY SET FORTH IN THIS AGREEMENT, THE AMOUNT OF DAMAGES RECOVERABLE AGAINST COMPANY WILL NOT INCLUDE ANY AMOUNTS FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST INCOME, OR LOST SAVINGS, OR FOR ANY AMOUNTS WITH RESPECT TO CLAIMS AGAINST COMPANY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY FOR SUCH DAMAGES. THE FOREGOING PROVISIONS SHALL NOT APPLY TO COMPANY'S LIABILITY FOR CLAIMS ARISING FROM COMPANY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

c) End-User shall indemnify, defend and hold harmless Company, its successors and assigns, officers, directors, employees, agents, vendors, credit bureaus and suppliers from and against any and all claims, suits, proceedings, damages, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs) ("Losses") brought or suffered by any third party arising or resulting from, or otherwise in connection with information products provided by Company, the content, compliance, method of delivery or effectiveness of any notices, pre-adverse or adverse action letters, any breach by End-User of any of its representations, warranties, or agreements in this Agreement or its negligence or willful misconduct.

d) Company nevertheless agrees to be responsible for actual damages to the extent of and maximum stated herein for third party claims directly resulting from Company's sole negligence in assembling the consumer report.

e) Company does not guarantee End-User's compliance with all applicable laws in its use of reported information, and does not provide legal or other compliance related services upon which End-User may rely in connection with its furnishing of reports. End-User understands that any documents, information, conversations or communication with Company's representatives regarding searches, verifications or other services offered by Company are not to be considered a legal opinion regarding such use. End-User agrees that (1) it will consult with its own legal or other counsel regarding the use of background screening information, including but not limited to, the legality of using or relying on reported information and to review any forms as well as the content of prescribed notices, adverse or pre-adverse action letters and any attachments to this Agreement for compliance with all applicable laws and regulations and (2) the provision of such notices, pre-adverse or adverse action letters and the contents thereof is the sole responsibility of End-User not Company.

f) Company will keep information it provides to End-User in accordance with company's data retention policy, found at [www.verifiedfirst.com/data-retention-policy](http://www.verifiedfirst.com/data-retention-policy).

## **12. Term and Termination**

a) The term of this Agreement shall begin on the date it is executed by End-User and shall be in effect for one (1) year beginning on the first day of the assigned date below and renewed automatically for one (1) year each year on its anniversary date, if no written notice is received by either party within thirty (30) days prior to end of term.

b) Except as otherwise provided for herein, either party may cancel this Agreement by giving thirty (30) day written notice to the other party. If End-User desires to terminate this Agreement, End-User agrees that it will pay Company for all services that have been provided prior to the effective date of termination. Company may terminate or revise the provisions of this Agreement immediately upon written notice if End-User is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if End-User undergoes a change in ownership. Termination of this Agreement by either party does not release End-User from its obligation to pay for services rendered or other responsibilities and agreements made.

c) In addition to any and all other rights a party may have available according to law, if a party defaults by failing to perform any provision, term or condition of this Agreement the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have fifteen (15) days from the receipt of such notice to cure the default(s). Unless waived by party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

## **13. Force Majeure**

End-User agrees that Company is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes and/or Acts of God) that prevent Company from meeting its obligations under this Agreement.

**14. 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 or 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.

**15. Severability**

If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.

**16. Execution**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original. The individuals signing below represent that they are duly authorized to do so.

**17. Signature**

I certify that I am authorized to execute this Agreement on behalf of the company listed below. Further, I certify on behalf of such company, that the above statements are true and correct and agree for the company to the terms and conditions set forth in the Agreement.

**On Behalf of End-User:**

Company Name: City of Costa Mesa

Company Street Address: 77 Fair Drive

City: Costa Mesa State CA Zip Code 92626

Signature:  Date: 9/23/19

Print Name: Lori Ann Farrell Hornsman Title: City Manager

**Who is going to be your primary user with full administrative rights?**

First Name: Kasama Direct Phone: (714) 754-5169

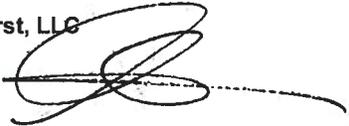
Last Name: Lee Email: Kasama.lcc@costamesaca.gov

I understand the pricing being offered is based off of an average monthly volume of 4 orders placed.

My business is registered with the Secretary of State for the following State: California

We plan to place our first order on or before: 10/1/19

**On Behalf of Verified First, LLC**

Signature:  Date: 9/13/19

Print Name: Devon Dickinson Title: CEO

## **ADDENDUM A**

### **Access Security Requirements**

The parties acknowledge they must work together to protect the privacy of consumers. The following measures are designed to reduce unauthorized access of consumer reports. In accessing consumer information, End-User agrees to the following:

1. End-User will take reasonable procedures to protect its account number and password so that only key personnel employed by your company know this sensitive information, including not posting this information anywhere in the facility. End-User agrees to request an account password change immediately if a person who knows the password leaves its company or no longer needs to have access due to a change in duties.
2. End-User agrees that system access software, whether developed by your company or purchased from a third party vendor, will have End-User's account number and password "hidden" or embedded and be known only by supervisory personnel. End-User will assign each user of its system access software a unique logon password. If such system access software is replaced by different access software and therefore no longer is in use or, alternatively, the hardware upon which such system access software resides is no longer being used or is being disposed of, or if the password has been compromised or believed to be compromised in any way, End-User will change its password immediately.
3. End-User agrees it will not discuss its account number or password by telephone with any unknown caller, even if the caller claims to be an employee of Company.
4. End-User will restrict the ability to obtain consumer information to a few key personnel.
5. End-User agrees to place all terminal devices used to obtain consumer information in a secure location within its facility so that unauthorized persons cannot easily access them.
6. End-User agrees it will turn off and lock all devices or systems used to obtain consumer information.
7. End-User will secure hard copies and electronic files of consumer reports within its facility so that unauthorized persons cannot easily access them.
8. End-User agrees to shred and/or destroy all hard copy consumer reports when they are no longer needed and erase and overwrite or scramble electronic files containing consumer information when no longer needed and when applicable regulation(s) permit destruction.
9. End-User agrees to notify its employees that End-User can access credit information only for the permissible purposes listed in the Fair Credit Reporting Act.

## **ADDENDUM B**

### **Documents Required Before Requesting Credit Report Information**

Before End-User will be allowed to access credit report information, Company requires that End-User provide one (1) of the following items listed below (if End-User is not publicly traded) and also receive an onsite inspection to verify company information and physically review End-User's onsite location. Certain criteria must be met at the onsite inspection per requirements of the credit bureau. Cost for the onsite inspection will be the responsibility of the End-User and End-User will receive an invoice for any related costs and expenses from Verified First.

1. Business license status from a government web site (please include entire web page print out);
2. Business license, copy or documented verification;
3. Documented corporation verification with state or federal government;
4. Copy of Articles of Incorporation with proof of filing;
5. State and/or federal tax records originating from the state or federal government;
6. FDIC Certification; or
7. 501(c)(3) certificate for non-profit organization.

If End-User is a publicly traded company, the following items are acceptable methods for verifying that the End-User is a bona fide entity:

1. Documentation of ticker symbol information from trading website;
2. Certified copy of audited annual or quarterly statements submitted to the SEC.