



SUBSCRIBER AGREEMENT

This agreement is entered into this _____, between, _____ hereinafter referred to as “Subscriber” and Valley Track, LLC hereinafter referred to as “Valley Track”.

Valley Track and Subscriber agree as follows:

1. Subscriber will provide accurate identifying criteria on the subject(s) to be reported upon and Valley Track will furnish to Subscriber, on request, certain information which Valley Track has available. All information requested by and furnished to Subscriber shall be used for the exclusive use of the Subscriber only. Subscriber represents that the information provided by Valley Track shall be used only for lawful purpose. Subscriber further represents that the information shall not be used in violation of any Federal, State or local law, including, but not limited to, those laws prohibiting discrimination on the basis of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or sex; age; pregnancy, childbirth or related medical conditions; filing a Worker’s Compensation claim; filing a claim under the California Occupational Safety and Health Act; refusing to work under unsafe conditions; testifying in any investigation or proceeding involving wages, hours or working conditions; filing a claim under the Fair Employment and Housing Act; refusal to submit to polygraph tests; service on a jury; service in the military or naval forces of the state; participation in politics or being a candidate for public office; participation in labor union activities; garnishment of wages; and, serving as an election officer.
2. The Subscriber, whether written or oral, will keep all reports, strictly confidential. Except as required by law, no information from the reports will be passed on to the subject of the report or to anyone except a person whose duty relates to the legitimate business purpose for which the information is requested.
3. Subscriber warrants that all requests for credit reports shall be within the permissible and lawful purpose of the Fair Credit Reporting Act and the Consumer Credit Reporting Agencies Act. The credit report may be used as a factor in establishing a consumer’s eligibility for new or continued credit, collection of an account, insurance, licensing, employment purposes, or otherwise in connection with a legitimate business transaction involving the consumer. A specific statement as to the purpose for obtaining the report must accompany each request by the Subscriber for a credit report. The credit report cannot be used for any other purpose.
4. Valley Track will exercise its best efforts to provide accurate and complete information to the Subscriber; however, because of the element of human error and the fact that all public files relied upon may not be accurate, complete and/or current, Valley Track cannot be an insurer of the accuracy of the information. Subscriber releases Valley Track and its officers, agents, employees and independent contractors from all liability resulting from any incorrect or incomplete information contained in any report furnished by Valley Track. By placing Subscriber’s initials here (____), Subscriber agrees that it would be extremely difficult to determine Subscriber’s damages resulting from incorrect or incomplete information, and accordingly, agrees that Valley Track’s maximum liability, if any, shall in no event exceed the cost of the report paid by the Subscriber. Valley Track shall not be liable to the Subscriber for any damages or any other costs and expenses for any incorrect or inaccurate information that may be provided to Subscriber by Valley Track which exceeds the cost of the report paid by the Subscriber.

5. Subscriber shall indemnify, defend and hold harmless Valley Track, its directors, officers, employees, attorneys, agents, and independent contractors from and against all costs, liabilities, losses, causes of action, charges, penalties, and damages which, directly or indirectly, may be asserted against Valley Track, its directors, officers, employees, attorneys, agents and independent contractors as a result of the use of accurate information furnished by Valley Track, or the collection or furnishing of information by Valley Track. Valley Track shall select the attorney's to defend it in any matter covered by this paragraph.

6. Valley Track will exercise its best efforts to deliver all information requested by the Subscriber in an expeditious and timely manner in keeping with its fee schedule; however, Valley Track shall have no liability to Subscriber for any delay or failure of Valley Track in its performance under this agreement.

7. Valley Track will provide information to Subscriber as requested and all applicable charges and payment terms for said information will be at the prevailing rate and terms specified in Valley Track's published fee schedule or quotation. Prices are subject to change upon thirty (30) day's notice to Subscriber.

8. This agreement sets forth the conditions of service and reporting and constitutes the entire understanding and agreement between Valley Track and Subscriber. It may be modified only by a written amendment duly executed by both parties. This agreement shall be interpreted in accordance with the laws of the State of California. Violation of State and/or Federal law by Subscriber shall result in immediate, irrevocable termination of this agreement.

The undersigned hereby warrants and represents that they have authority to execute this agreement on behalf of the Subscriber.

By: _____ Print Name: _____

Title: _____ Date: _____

VALLEY TRACK, LLC

Valley Track, LLC



CUSTOMER/END USER CERTIFICATION

When using the information for employment purposes, we will:

- ❖ Disclose to the applicant that a consumer report will be ordered;
- ❖ Obtain written consent before ordering any reports and notify if consumer wants a copy of their report under California law
- ❖ Show the reports to the applicant before denying the job or taking any other adverse action;
- ❖ Provide the applicant with the “summary of rights” notice;
- ❖ Not violate any applicable Federal or State equal employment opportunity law or regulation.

When refusing to hire someone based in whole or part on Valley Track, LLC. information we will:

- ❖ Notify the applicant of the “adverse action”;
- ❖ Provide to the applicant the information mandated by statute;
- ❖ Notify the applicant of the right to a free report and right to dispute the record (through Valley Track, LLC.).

The undersigned agrees to abide by the Fair Credit Reporting Act.

Company: _____ Date: _____

Name: _____ Title: _____

Signature: _____



PRIMARY INFORMATION

Company Name: _____

Primary Contact: _____

Phone: _____

Fax: _____

Email: _____

AUTHORIZED CUSTOMER PERSONNEL

Please list names, titles and request/receive authority for each relevant professional at your corporation

Name: _____ Request Receive

Title: _____

Name: _____ Request Receive

Title: _____

Name: _____ Request Receive

Title: _____

Name: _____ Request Receive

Title: _____

SERVICE INFORMATION

Preferred Method of Communication

Sending order Requests to
Valley Track

Fax

Internet
(Secured website)

Communication throughout
life of order

Telephone

Email

Receiving reports
from Valley Track

Fax

Internet
(Secured website)

Faxing Is your fax machine in a confidential area? Yes No Should we call before faxing reports?
Yes No

Mailing Address: _____

City: _____

State: _____

Zip: _____

Invoicing Address: _____

City: _____

State: _____

Zip: _____

Accounts Payable Contact: _____

Phone: _____

Email: _____

Approval of Above: _____

Name: _____

Signature: _____

Date: _____