

# STEALTH PARTNERS, INC.

**www.StealthPartners.com**

115 Los Altos ST, Channel Islands, CA 93035 Ph (877)798-7025 \* Fax (877)739-5101

PHYSICAL ADDRESS OF BUSINESS (Must be provided)

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Name(s): Primary \_\_\_\_\_ Secondary \_\_\_\_\_

BILLING ADDRESS (Invoices will be sent here if different from the one above)

Check here if billing address is the same.

Business Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_ Email: \_\_\_\_\_

1. Sole proprietors or partnerships must identify the principal(s) of your business below:

Name	Hm Address	DOB	Social Security Number	Telephone
_____	_____	_____	_____	_____

Name	Hm Address	DOB	Social Security Number	Telephone
_____	_____	_____	_____	_____

2. Please choose your payment preference:

Visa     MasterCard     American Express     Discover

Name as it appears on card:

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Signature of Cardholder

  X   \_\_\_\_\_

**AGREEMENT BETWEEN STEALTH PARTNERS, INC. AND**

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on this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

This agreement, effective upon mutual execution of the parties, is by and between **Stealth Partners, Inc**, 115 Los Altos ST, Channel Islands Harbor, CA 93035, hereinafter the Consumer Reporting Agency (Agency), and the company or other entity set forth above, hereinafter the Client..

Terms and conditions for use of Agency's services are as follows:

**1) SERVICE** . Agency is a consumer reporting agency as such terms is defined in the federal Fair Credit Reporting Act, 15 U.S.C. §1681 et. Seq., as amended (.FCRA.) and provides employee background checking and verification services using public record research and information obtained from Third Parties.

After review and approval of the completed Service Application submitted by Client and the mutual execution of this Agreement, Agency will provide Client with a Consumer Report, an Investigative Consumer Report, and/or a Consumer Credit Report based on its findings, hereinafter, Report. Client hereby subscribes to Services and agrees to pay to the Agency the applicable rates and charges set forth in paragraph five below.

Agency will provide Client with sample letters, required documents and release forms along with all requirements necessary to conform with the FCRA including the amendments set forth in the Consumer Credit Reporting Act of 1996 FCRA § §601-625 and the Consumer Reporting Clarification Act of 1998.

**2) USE OF INFORMATION** . REPORTS ARE FURNISHED IN STRICT CONFIDENCE FOR THE EXCLUSIVE USE OF SUBSCRIBER ONLY FOR THE PURPOSES OF EMPLOYMENT, PROMOTION, REASSIGNMENT, OR RETENTION OF THE CONSUMER AS AN EMPLOYEE WITH NO OTHER PERMITTED USES IMPLIED OR INTENDED, AND SHALL NOT BE REPRODUCED OR RESOLD IN WHOLE OR PART IN ANY MANNER WHATSOEVER. The FCRA, along with various state and local regulations, govern the activities of consumer credit reporting agencies, as well as the end users of the information procured from these agencies. Agency and Client hereby mutually certify and warrant to comply with all applicable federal, state and local statutes, regulations and rules including without limitation all aspects of the FCRA and any applicable equal employment opportunity laws or regulations that govern the Services provided to Client.

The FCRA prohibits employers from obtaining consumer reports unless: 1) A clear and conspicuous disclosure has been made in writing to the consumer at a time before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes as defined in §603(h) of the FCRA; and, 2) The consumer has authorized in writing the procurement of the Report by that person; and, 3) Should an Investigative Consumer Report be requested, the disclosure will contain language as required under §606(a)(1) under the FCRA; and, 4) That before taking any adverse action that is based in whole or part on the

Report, Client will provide the consumer to whom the report relates, a copy of the Report and a description in writing of the rights of the consumer under the FCRA as prescribed by the Federal Trade Commission under §609(c) [§1681g]; and, 5) That upon written request made by the consumer within a reasonable period of time after the receipt of the disclosure required, shall make a complete and accurate disclosure of the nature and scope of the investigation requested, in writing and mailed to the consumer not later than five days after the date the request was received. Agency will reexamine any item the *consumer* holds to be incorrect at no additional charge and, if necessary, supply a corrected report to the original requestor. Agency keeps copies of each investigation for a period of not less than two years as required under the FCRA.

If a consumer reporting agency or user of such information willfully fails to comply with any FCRA requirements, the Consumer Reporting Agency and its agents and/or the user are responsible to the subject of the report. In addition, any individual who knowingly and willfully obtains information from a consumer reporting agency under false pretenses will be fined not more than \$5,000 and imprisoned not more than one year or both.

**Client has read and understands the FCRA Requirements notice and Access Security Requirements attachments to this Agreement, which are incorporated herein by reference, and will take all reasonable measures to enforce them within its facility. Subscriber will not resell reports to any third party.**

**PERMISSIBLE PURPOSE APPROPRIATE USE: (Application will not be processed unless this information is provided)** Please describe the specific purpose for which consumer credit file information will be used. (What will you do with the information obtained?)

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**3) PERFORMANCE** . Agency will use its best efforts to provide timely dissemination of available information in a manner consistent with standard business practices . typically within two to five business days. However, Agency shall not be responsible for delays or failures in performance resulting from acts beyond the control of Agency. Such acts shall include, but shall not be limited to: Acts of God, strikes, lock-outs, and riots, governmental regulations superimposed after the fact, fire, system failures, power outages, earthquakes, or other disasters. Client hereby acknowledges that from time to time, reports may be delayed due to a jurisdictional delay, slow information source or unusual circumstances beyond the control of Agency.

**4) TERM OF AGREEMENT.** This Agreement shall be for a term of month to month, and shall be extended automatically for additional like terms unless either party submits written notice of termination thirty (30) days prior to the intended date of termination. See paragraph six below (NOTICES).

**5) CHARGES TO CLIENT AND PAYMENT TERMS.** Payment for services is to be on the first (1<sup>st</sup>) and fifteenth (15<sup>th</sup>) of each month against the client's credit card which is pledged for this purpose. Statement balances unpaid as of thirty (30) days following statement date will accrue a finance charge of 2% per month or the highest lawful rate, whichever is more. For each response to a request for a chargeable service, Client agrees to pay to Agency the applicable charge then prevailing for Services rendered to Client. Client agrees to pay to Agency \$25.00 for any check that is returned unpaid by Client's bank. Client is responsible for and will be charged for any overdue account collection expenses including, but not limited to: Agent fees, legal fees and other associated expenses. Unless otherwise agree to in writing, Client shall pay to Agency its then current prices for services rendered as updated from time to time through announcements, bulletins and published price schedules. All current and future pricing documents are deemed incorporated herein.

Client shall not have the right to dispute an invoice if unpaid in thirty (30) days unless payment is made within thirty (30) days of the undisputed amount, accompanied by a letter protesting the disputed amount.

**6) NOTICES.** Any notice requiring or permitted to be given hereunder, shall be in writing, and shall be sent certified mail to Client at the address on the face hereof and to Stealth Partners, Inc. at 3844 W Channel Islands BL #171, Channel Islands Harbor, CA 93035.

**7) ASSIGNMENT.** Client shall not assign this Agreement without Agency's prior consent.

**8) NEGATION OF LIABILITY AND DISCLAIMER OF WARRANTY** - Although every effort is made to assure accuracy, Agency does not act as the final guarantor of the information's accuracy or completeness as it is neither the maker nor the keeper of the information included in the Report it prepares. Regarding the procuring, collection, or communicating of information contained in any Report provided to Client; except for Agency's gross negligence; Agency, its affiliated companies, associations or agents; (1) does not guarantee, represent, or warrant that its services will prevent any loss, that its services may not be circumvented, or that its services will in all cases provide the protection or information for which the services were intended; and, (2) does not guarantee, represent, or warrant the completeness or correctness of the information provided in any Report; and, (3) Client shall not seek indemnification from any losses nor shall Agency be liable for any claim, loss, damage or injury caused by the neglect, other act, or failure to act on the part of Client of any third party entities (including their agents) not affiliated with Agency. With regard to any act of gross negligence by Agency that is ultimately

substantiated in the appropriate forum, Client may seek and Agency shall accept liability as outlined in the FCRA.

Use or reliance on any information contained in Reports provided to Client shall be solely at Client's risk and shall constitute a waiver of any claim against Agency, and a release of each Agency affiliated company and association at any party supplying information to any of them. Final verification of an individual's identity and use of the Report contents are Client's sole responsibility.

**9) SUBSCRIBER CREDIT INFORMATION.** By executing this Agreement, Client acknowledges and agrees that Agency in accordance with the FCRA in connection with this application may request its consumer credit report. Subsequent consumer credit reports may be requested in connection with any update, renewal or extension of credit to Client.

**10) AUTHORITY.** Each party has full power and authority to enter into and perform this Agreement and the persons signing this contract on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that they have read this Agreement, understand it, and agree to be bound by it.

**11) SEVERABILITY.** If that any term or provision of this Agreement shall be found to be illegal or unenforceable then that portion shall be considered to be removed from this Agreement and it shall not affect the enforceability of the remainder of this Agreement.

**12) INDEMNIFICATION.** Client hereby agrees to protect, indemnify, defend and hold harmless Agency and all third parties from and against any and all costs, claims, demands, damages, losses and liabilities (including legal fees) arising from or in any way related to the use of information by Client (or any third party receiving such information from or through Client) obtained from Agency.

**13) REPRESENTATIONS.** Each party to this Agreement represents and warrants that (i) it is free to enter into the Agreement and that it is not subject to any restrictions, which might prohibit it from fulfilling its responsibilities and duties; and (ii) it will comply with all applicable laws, rules and regulations in performing its obligations hereunder.

**14) ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to this subject matter, and all prior agreements and/or representations, whether oral or written, are superseded hereby.

**SIGNATURES:**

**ACCEPTED:** \_\_\_\_\_

**ACCEPTED:** \_\_\_\_\_

CLIENT \_\_\_\_\_

AGENCY STEALTH PARTNERS, INC

By: \_\_\_\_\_  
AUTHORIZED SIGNATURE

By:   
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINTED NAME

David L Warkentine \_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CEO  
TITLE

\_\_\_\_\_  
DATED

\_\_\_\_\_  
DATED