

Required Terms for Reseller Agreement for Consumer Reports For Employment Purposes (PEER) between Reseller and Its Customer

1. Reseller has access to consumer reports from one or more consumer credit reporting agencies.
2. Subscriber is a _____ (type of business) and has a need for consumer information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes").
3. Subscriber shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by Reseller from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose.
4. Subscriber certifies that it will not request a Consumer Report for Employment Purposes unless:
 - a. A clear and conspicuous disclosure is first made in writing to the consumer before the report is obtained, in a document that consists solely 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; and
 - c. Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
5. Subscriber further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer:
 - a. A copy of the Consumer Report for Employment Purposes; and
 - b. A copy of the consumer's rights, in the format approved by the FTC, which notice shall be supplied to Subscriber by Reseller.
6. Subscriber agrees that it shall use Consumer Report for Employment Purposes only for a one-time use, and to hold the report in strict confidence, and not to disclose it to any third parties not involved in the current employment decision.
7. Subscriber will maintain copies of all written authorizations for a minimum of three (3) years from the date of inquiry.
8. With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, Reseller may, upon its election, discontinue serving the Subscriber and cancel this Agreement immediately.

Signature: _____

Company: _____

Print Name: _____

Type of Business: _____

Title: _____

Date: _____

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