

## B & K INVESTIGATIONS, LLC CLIENT SERVICE AGREEMENT FOR CRIMINAL RECORDS SEARCH

Client Service Agreement entered into this month of \_\_\_\_\_, day \_\_\_\_\_, year 2008, by B & K Investigations LLC and "Client" \_\_\_\_\_.

1. **B & K INVESTIGATIONS LLC SERVICES:** B & K Investigations LLC shall furnish to Client, on request, information set out in its service list and delivered by hard copy or electronic means. Client will provide B & K Investigations LLC with appropriate identifying information as to itself, owners and officers of the business entity and other requested information.
2. **B & K INVESTIGATIONS LLC PERFORMANCE:** B & K Investigations LLC will exercise its best efforts to deliver all information requests by Client in expeditious and efficient manner. B & K Investigations, LLC shall have no obligation or liability to Client for any delay or failure to deliver information caused or created by any third party that provides services, data or information to B & K Investigations LLC.
3. **LIMITATION OF LIABILITY:** B & K Investigations, LLC shall exercise reasonable efforts to furnish to the Client accurate information. Both B & K Investigations, LLC and Client hereby agree that the limitation of B & K Investigations, LLC's total liability to Client under this Agreement shall be the return of the fees paid by Client to B & K Investigations, LLC for specific data accessed to the extent said data and information is found to be the primary basis upon which the client incurred any injury or damage resulting from the furnishing of such information by B & K Investigations, LLC and its suppliers shall not be liable to Client for any other damages whatsoever, including punitive damages, exemplary damages, consequential damages, or any other costs and expenses whatsoever except as expressly agreed to herein above. Limitation of liability provided for herein above shall not apply in the event of any negligence or intentional wrong doing by B & K Investigations, LLC in transmitting data pursuant to the terms of this Agreement. Client acknowledges that all data and information provided and/or sold to Client under this Agreement is purchased "as is".
4. **INDEMNIFICATION:** client shall indemnify, defend and hold B & K Investigations, LLC and its suppliers harmless from and against any and all costs, expenses and liabilities which may be paid by or accessed against B & K Investigations, LLC based upon the illegal use by Client of any information furnished to Client by B & K Investigations, LLC.
5. **CONTRACT IN ENTIRETY:** This agreement sets forth the entire understanding and agreement between B & K Investigations, LLC and Client and supersedes any prior or contemporaneous oral or written Agreement or representations. In order to remain in compliance with laws and regulations governing consumer-reporting agencies, B & K Investigations, LLC may make modifications to this Agreement from time to time. The Client may be notified of these modifications via electronic messages. Client's use of B & K Investigations, LLC services after the date specified in the communication will be construed as your agreement and implied consent to these modifications.
6. **CHARGES AND PAYMENT REQUIREMENTS:** For each response to a request for information (including "no record"), Client agrees to pay B & K Investigations, LLC the applicable charge then prevailing for the various services rendered unless otherwise agreed to by B & K Investigations, LLC and Client. Such charges will be specified in B & K Investigations, LLC's employment screening service list and are subject to change. **PAYMENT BY CLIENT SHALL BE DUE WITHIN THIRTY (30) DAYS FROM THE DATE OF STATEMENT.**
  - a. **SPECIAL RATE PROVISION:** B & K Investigations, LLC will conduct this said pre-employment screening/background check for Client at a flat rate of \$55. In order for B & K Investigations, LLC to provide accurate and reliable information, Client must provide copies of signed authorization form with social security number and date of birth provided for check to be completed. If no information is given within five (5) days, screening will be cancelled and a cancellation fee of \$15 will be billed to Client.
  - b. **COMPLETION TIME FRAME:** B & K Investigations, LLC shall furnish to Client results of said screenings within five (5) to seven (7) days. If a delay shall arise from a vendor contact, B & K Investigations, LLC will contact Client immediately and update Client as to when delayed information will be available.
7. **PAST DUE ACOUCNTS:** At the option of B & K Investigations, LLC, payments not received thirty (30) days after the date of the statement shall cause Client's privileges to be placed on hold. Past due balances will be charged a late fee of \$15 per month. Client and/or authorized parties further agree to pay any and all costs of collection on unpaid balances, including but not limited to reasonable attorney fees, court costs, collection costs and expenditures related thereto.
8. **CLIENT FEES:** Client agrees to pay all fees incurred by B & K Investigations, LLC to conduct requested screening services. Such fees will be specified in B & K Investigations, LLC's employment screening service list and are subject to change.
9. **TERM:** This Agreement shall continue in force without any fixed date of termination, but either B & K Investigations, LLC or Client may terminate the Agreement upon seven (7) days written notice to the other, or immediately by the non-breaching party. Termination of services or sale or transfer of Client's company shall not release Client from any terms or conditions not fulfilled under this agreement.
10. **ATTORNEY'S FEES:** Should either party commence litigation in any court of competent jurisdiction, the prevailing party shall, in addition, to such other relief as may be awarded, be entitled to a reasonable sum as and for attorney's fees.
11. **ASSIGNMENT:** This Agreement is not transferable by either party without the prior written consent of the other party, except to a parent or subsidiary or affiliate of the assigning party. Consent not to be unreasonably withheld.
12. **COLORADO LAW:** This Agreement is deemed made in the State of Colorado, and shall be construed in accordance with the laws of the State of Colorado applicable to contracts, which are executed and to be performed in Colorado.

13. **WAIVER:** Waiver by either party of any breach or default by the other party shall not be deemed a waiver of any future breach or default by such other party.
14. **HEADINGS:** Paragraph heading are for convenience only and shall in no way modify or affect the intent of any provision or be given any legal affect. This Agreement shall e effective upon the date of execution by both parties.
15. **HEIRS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns, where permitted by this Agreement.
16. **NOTICES:** All notices, requests or other communications shall be in writing and shall be deemed to have been duly given when deposited or delivered to a United States Post Office, First Class, postage prepaid or email, at the addresses listed in this Agreement or to any other addresses provided by one party to the other under this provision of the agreement.
17. **WARRANTIES:** B & K Investigations, LLC represents and warrants that its activities in collection and reporting of information are conducted consistent with all applicable law and regulations.
18. **DISCLAIMER OF WARRANTY:** Client acknowledges that B & K Investigations, LLC relies on others, including the compliers and reporters, including the compilers and reporters of public records, in providing the Services and the information. THE SERVICES AND THE INFORMATION ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Neither B & K Investigations, LLC nor any third party source of any information shall be liable to Client (or to any person or entity claiming through Client) for any damages arising from or caused in whole or in part from (i) errors or omissions in the Services or the information; (ii) any interruption in the Services; (iii) B & K Investigations, LLC or any third party source's negligent acts or omissions in procuring, compiling, interpreting, reporting or delivering the information; or (iv) otherwise in providing the Services. Notwithstanding this paragraph, in the event that B & K Investigations, LLC or any third party source shall be found liable for any damages for any reason relating to Client's use of the Services or the information, the appropriate measure of such damages shall be the cost paid by Client for the services and the information specifically relating to such loss.

The undersigned is a duly authorized representative of the above named company who certifies he/she has the authority to agree on behalf of said company to the terms and conditions set forth in this Agreement.

**B & K Investigations, LLC**

**Client** \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

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Date \_\_\_\_\_

Date \_\_\_\_\_