



SERVICE AGREEMENT

This is an agreement dated **DATE** by and between THE WACKENHUT CORPORATION, a Florida Corporation, 4200 Wackenhut Drive, Palm Beach Gardens, Florida 33410-4243 (hereafter referred to as TWC), and **COMPANY NAME** with the principal address of **PHYSICAL STREET ADDRESS OF COMPANY** (hereafter referred to as CLIENT).

In consideration of the mutual promises contained herein and intending to be bound thereby, the parties agree as follows:

1. During the term of this agreement TWC will furnish the CLIENT with those services outlined in one or more of the following attachments to this Agreement, as initialed below by CLIENT.
 - a. CLIENT is submitting the following attachment:
:
 - i. X Attachment A
2. TWC will utilize its National Research Center and/or Vital Information Communications Center in Palm Beach Gardens, Florida to fulfill the operational requirements of this contract.
3. TWC will use a standard report format as a vehicle for transmitting to CLIENT the information produced and/or prepared by TWC within the course and scope of TWC's performance under this Agreement ("Reports").
4. CLIENT will provide written notice to TWC of Client's authorized representatives who will be given authority to access certain Reports. CLIENT alone will determine to whom, and at what levels, authority will be given to access the Reports.
5. CLIENT shall have the option to elect to receive Reports via electronic means. If the CLIENT elects not to use electronic delivery of the Reports, CLIENT will provide a list of Report recipients to TWC and shall indicate the form or method of delivery of such Reports (e.g., over-night courier, U.S. Mail, secure facsimile).
6. The term of this Agreement is twelve (12) months commencing the date of this Agreement set forth above, unless earlier cancelled by either party with 30 days prior written notice to the other party.
7. The pricing, scope of work, and any special requirements for the services referenced above are stated in the respective Attachment(s) identified in Section 1 above. TWC will bill CLIENT for services rendered at the end of each week; Payment of our

invoice(s) is due upon receipt. Payment not received by the thirtieth (30th) day after date of invoice will accrue interest at the rate of 1.5% per month.

8. TWC agrees to defend, indemnify, save and hold harmless the CLIENT, its officers, agents representatives, and employees from and against all losses, damages, claims, liabilities and causes of action of every kind, character and nature, based upon or arising out of damages or injuries caused by the the negligence or willful, wanton acts of TWC, its officers, agents, representatives, and employees while carrying out their duties of providing the services described in this Agreement, including the negligent preparation or handling of background checks or any other informational service provided by TWC under this Agreement. The CLIENT agrees to defend, indemnify, save and hold harmless TWC, its officers, agents, representatives, and employees from and against all losses, damages, claims, liabilities and causes of action of any kind, character and nature, based upon or arising out of the use of any informational service or Report supplied by TWC or caused by the negligence or willful, wanton acts of the CLIENT, its officers, agents, representatives, and employees. In the event of any claims made or suits filed against either party in connection with this Agreement, the other party shall be given prompt written notice thereof, and either parties shall have the right to defend or settle the same to the extent of its interest hereunder.
9. TWC and the CLIENT agree to comply with all Federal, State and local law requirements, including the Civil Rights Act of 1964, as amended concerning fair employment and employment of the disabled, and concerning the treatment of all employees, without regard to discrimination by reason of race, religion, color, sex, age, national origin, disability, veteran status, ancestry, medical condition, marital status, or other factors protected by applicable law.
10. This Agreement and any Attachments specifically identified in Section 1 above represent the entire understanding and agreement between the parties with respect to the subject matter hereof, and supersedes all other agreements, documents, writings and negotiations (if any) made by and between the parties.
11. The provisions of this Agreement may be amended, supplemented, waived, or changed only by a writing making specific reference to this Agreement signed by both parties.
12. This Agreement and any rights or obligations therein or therefrom shall not be assigned by CLIENT without the prior written consent of TWC, which consent may be withheld in TWC's sole discretion. Notwithstanding the foregoing statement, All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, heirs, estates, successors and permitted assigns.
13. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to principles of conflicts of laws.
14. If any legal action or other proceeding, including arbitration, is brought for the enforcement of this contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this contract, the successful

or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs, incurred in that action or proceeding in addition to any other relief to which such party or parties may be entitled.

- 15. Provisions contained in this Agreement which are contrary to, prohibited by, or invalid under, applicable laws or regulations shall be deemed omitted from this document and shall not invalidate the remaining provisions thereof.
- 16. A failure to assert any rights or remedies available to a party under the terms of this Agreement, or a waiver of the right to remedies available to a party by a course of dealing or otherwise, shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.
- 17. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 18. As an authorized representative of CLIENT, I certify that the company's main line of business is _____.

State the nature of your business

COMPANY NAME

THE WACKENHUT CORPORATION

By: _____

By: _____

Print: _____

Print: Frederick G. Giles

Title: _____

Title: VP, Research Services

Date: _____

Date: DATE

The Wackenhut Corporation

Attachment A Background Screening

In consideration of the mutual promises contained herein and intending to be bound thereby, the parties agree as follows:

1. Pursuant to the Fair Credit Reporting Act 15 U.S.C. Paragraph 1661-1681 U as amended by the Consumer Credit Reporting Reform Act of 1996 (the "Act"), the CLIENT hereby agrees, certifies and Warrants to TWC as follows:
 - a. CLIENT will not request, cause to be prepared or procure from TWC, any consumer report for employment purposes unless:
 - i. **Prior** to requesting, cause to be prepared or procuring a consumer and/or investigative consumer report, CLIENT provides the consumer a *clear and conspicuous written* disclosure informing him/her that a consumer and/or investigative consumer report may be obtained for employment purposes, in a document consisting solely of the disclosure; and
 - ii. **Prior** to requesting a consumer and/or investigative consumer report, CLIENT obtains written consent from the consumer specifically authorizing the procurement of a consumer and/or investigative consumer report by the CLIENT.
 - b. In using a consumer and/or investigative consumer report for employment purposes, **before** CLIENT takes any adverse action, based in whole or in part on the report, CLIENT shall provide to the consumer to whom the report relates:
 - i. A copy of the consumer and/or investigative consumer report, and
 - ii. A description, in writing, of the rights of the consumer under the Act.
 - c. In the event CLIENT takes adverse action against a consumer, based in whole or in part on the consumer and/or investigative consumer report prepared by TWC, CLIENT shall provide the consumer TWC's name, address and telephone number.
 - d. CLIENT shall not request, cause to be prepared or procure an investigative consumer report unless it is clearly and accurately disclosed to the consumer that an investigative consumer report may be requested which will include information as to his/her character, general reputation, personal characteristics and mode of living, whichever applicable, and such disclosure is made in writing, mailed or otherwise delivered to the Consumer not later than three (3) days after the date on which the report was first requested.

- e. CLIENT will not use the consumer and/or investigative consumer report prepared by TWC in violation of any applicable federal or state equal employment opportunity law or regulation.
 - f. Note: The FCRA imposes criminal penalties-including fine, up to two years in prison, or both – against anyone who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses, and other penalties for anyone who obtains such a consumer information without a permissible purpose.
2. TWC maintains an electronic system to ensure each request for a Background Check is tracked for optimum time service and efficiency. This system will allow the CLIENT electronic access to the progress of any assignment requested and to the final report. Requests for background checks may also be made utilizing this web based system.

Scope of Work

CLIENT has initialed the specific background packages below to which its authorized users shall have access. CLIENT and TWC agree that there is no obligation to purchase any selected service below, and that CLIENT will only be billed for actual transactions requested by authorized users on behalf of CLIENT.

Check the packages you wish to authorize for this account.

- _____ County Criminal Record Search - \$12.50 per applicant, per county*
- _____ Statewide Criminal Record Search - \$12.50 per applicant, per state*
- _____ Federal Criminal Record Search - \$12.50 per applicant, per jurisdiction
- _____ State Driving Record Search - \$9.50 per applicant, per search*
- _____ Credit Reports for Employment purposes - \$10.50 per applicant, per search
- _____ Social Security Number Trace - \$6.00 per applicant, per search
- _____ Education Verification - \$12.50 per verification
- _____ Prior Employment Verification - \$12.50 per verification
- _____ Reference Verification- \$12.50 per verification
- _____ License and Certification Verification - \$12.50 per verification
- _____ Specially Designated National Search - \$5.00 per verification
- _____ Multi-Jurisdictional Search - \$11.00 per search
- _____ **Bronze** Screening package, \$65.00*: Social Security Trace; 7-year felony and related misdemeanor criminal history check in county of current residence;

Employment verification of 2 most recent listed employers; Specially Designated Nationals Terrorist Watch list check.

_____ **Silver** Screening package, \$125.00*: Social Security Trace; 7-year felony and related misdemeanor criminal history check in all counties of residence for the past 7 years; Employment verification of all employment listed for the past 5 years; Multi-jurisdictional criminal database and sex-offender registry database check; Specially Designated Nationals Terrorist Watch list check.

_____ **Driver's Silver** Screening package, \$135.00*: State driving history check, Social Security Trace; 7-year felony and related misdemeanor criminal history check in all counties of residence for the past 7 years; Employment verification of all employment listed for the past 5 years; Multi-jurisdictional criminal database and sex-offender registry database check; Specially Designated Nationals Terrorist Watch list check.

_____ **Gold** Screening package, \$185.00*: Credit Report; Highest claimed education verified; 2 character references interviewed; 7-year felony and related misdemeanor criminal history check in all counties of residence for the past 7 years; Employment verification of all employment listed for the past 5 years; Multi-jurisdictional criminal database and sex-offender registry database check; Specially Designated Nationals Terrorist Watch list check.

_____ **Driver's Gold** Screening package, \$195.00*: State driving history check; Credit Report; Highest claimed education verified; 2 character references interviewed; 7-year felony and related misdemeanor criminal history check in all counties of residence for the past 7 years; Employment verification of all employment listed for the past 5 years; Multi-jurisdictional criminal database and sex-offender registry database check; Specially Designated Nationals Terrorist Watch list check.

_____ **Platinum** Screening package, \$220.00*: Verification of all claimed professional licenses and certifications; State driving history check; Credit Report; Highest claimed education verified; 2 character references interviewed; 7-year felony and related misdemeanor criminal history check in all counties of residence for the past 7 years; Employment verification of all employment listed for the past 5 years; Multi-jurisdictional criminal database and sex-offender registry database check; Specially Designated Nationals Terrorist Watch list check.

*NOTE: The price does not include information access fees (e.g. state or county search fees, source verification service fees, etc.). These fees will be passed through as incurred with no mark-up. A list of current statutory search fees is available at www.ci-wackenhut.com, but is subject to change without notice. TWC will use best efforts to keep the list updated.

CLIENT may add additional services at any time. Any service modification must be mutually agreeable to both parties and in writing.

Initialed by CLIENT _____ Date _____ TWC _____ Date _____

The information submitted on this service agreement will be used to determine eligibility accessing information provided by Wackenhut. Wackenhut reserves the right to reject this agreement for any reason whatsoever without explanation, or recourse against Wackenhut and/or its employees or officers.

The Identity Theft and Assumption Deterrence Act, enacted by Congress in October 1998 (and codified, in part, at 18 U.S.C. §1028) makes identity theft a federal crime. Under federal criminal law, identity theft takes place when someone "knowingly transfers, possesses or uses, without lawful authority, a means of identification of another person with the intent to commit, or to aid or abet, or in connection with, any unlawful activity that constitutes a violation of federal law, or that constitutes a felony under any applicable state or local law." Wackenhut has an obligation to proactively combat identity theft-through the use of background checks. We make it a priority to "know all our clients." To fulfill our obligations, we may need to conduct a site survey. If a site survey is needed, a pass through charge of \$75.00 will be reflected on your first bill.