

## **BACKGROUND SCREENING SERVICES AGREEMENT**

\_\_\_\_\_ (hereinafter “Client”) and Lagniappe Resources, Inc. (hereinafter “LRI”) hereby acknowledge and agree to the following terms and conditions of this Background Screening Services Agreement (hereinafter “Agreement”):

### **CLIENT CERTIFICATION**

Client hereby certifies that Client is a bonafide and legitimate business entity, conducting the type of business described below, and that Client is properly licensed based on local laws, when applicable, and that Client will use LRI’s services for employment purposes only and for no other purpose and that Client will not resell the background information provided by LRI.

### **DESCRIPTION OF SERVICES**

LRI is a consumer reporting agency and provides, among other things, consumer reports and investigative consumer reports as defined by the Fair Credit Reporting Act (“FCRA”). LRI will provide Client with background checks for employment purposes.

### **ORDERING OF SERVICES**

Client shall order the foregoing individual Services as required from LRI via facsimile or email and provide the information required by LRI to provide such Services.

### **PAYMENT**

The Client will pay a fee to LRI at the rate set forth in “Exhibit A.” LRI shall invoice Client on a monthly basis for Services provided. Upon termination of the Agreement, payments under this paragraph shall cease; provided, however, that LRI shall be entitled to payments for work that has been completed prior to the date of termination and for which LRI has not yet been paid.

### **FEES FOR ADDITIONAL SERVICES**

In the event that Client and LRI agree to LRI’s performance of additional services not set forth in this Agreement or Exhibit A, Client and LRI will negotiate the prices of such services at that time.

### **EXPENSES**

LRI agrees to use its own supplies, equipment and other materials in performing such Services. LRI will be responsible for all expenses incurred in performing the Services under this agreement; provided however, the Client shall reimburse LRI for expenses to verify employment through a third party service, and charges levied by educational institutions for verification of academic degrees.

### **TERMINATION**

This Agreement may be terminated by either party upon written notice to the other party.

### **CONFIDENTIALITY**

Client and LRI will maintain background checks in a secure and confidential manner as required by law.

### **LEGAL COMPLIANCE**

Client and LRI agree to comply with all applicable federal, state and local laws and regulations with respect to each party’s respective performance under this Agreement, including with limitation, the federal Fair Credit Reporting Act (FCRA), Americans with Disabilities Act (ADA), Title VII of the Civil Rights Act of 1964, Equal Employment Opportunity Commission (EEOC) guidelines and regulations, and the federal Driver’s Privacy Protection Act (DPPA).

*Client Initials* \_\_\_\_\_ *Date* \_\_\_\_\_  
*LRI Initials* \_\_\_\_\_ *Date* \_\_\_\_\_

**RELATIONSHIP OF PARTIES**

It is understood by the parties that LRI is an independent contractor and not an employee, joint venturer or partner of the Client. Neither LRI nor its employees, if any, will receive any employee benefits or participate in Client-sponsored health insurance or other employee benefit plans. LRI is hereby authorized by Client to act as Client’s agency for the purposes of conducting Client’s background checks.

**EMPLOYEES**

LRI's officers, employees, agents, successors and or suppliers, if any, who perform services for the Client under this Agreement shall also be bound by the provisions of this Agreement.

**ENTIRE AGREEMENT**

This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreement between the parties.

**AMENDMENT**

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**SEVERABILITY**

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

**WAIVER OF CONTRACTUAL RIGHT**

The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**INDEMNIFICATION**

LRI shall exercise its best efforts to furnish accurate Services to Client. Notwithstanding the foregoing, LRI, its officers, employees, agents, successors and/or suppliers shall not be held liable for any claim, injury, or damage which may relate to, or otherwise arise from the furnishing of such Services unless LRI or its officers, employees, agents, successors and/or suppliers are negligent or fraudulent in the Provisioning of such Services to the Client. The Client shall indemnify, defend and hold LRI harmless from and against any and all costs, damages and liabilities, which may be asserted against LRI relating to, or arising from the improper use by the Client of information furnished to the Client by LRI. It is further agreed that the Client shall release LRI, its officers, employees, agents, successors and/or suppliers from any and all liability if there is an error or omission in the information received from third party sources.

**APPLICABLE LAW**

This Agreement shall be governed by the laws of the State of Georgia.

*Client Initials* \_\_\_\_\_ *Date* \_\_\_\_\_  
*LRI Initials* \_\_\_\_\_ *Date* \_\_\_\_\_

**IN WITNESS WHEREOF**

Client and LRI have reviewed the contents of this entire Agreement prior to execution and has each caused this Agreement to be executed by its duly authorized representative on the date below.

\_\_\_\_\_  
Client Company Name (“Client”)

**Lagniappe Resources, Inc.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Geri M. Hand  
President  
1640 Mount McKinley Drive, SW  
Grayson, GA 30017  
Phone: (678) 407-9501  
Fax: (678) 407-9599

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type of Industry

\_\_\_\_\_  
Physical Address

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Mailing/Billing Address (if different)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number