



PINNACLE

Client Service Agreement

In consideration of Pinnacle Investigations Corp. agreeing to provide investigative and information services, and for the promise of payment to Pinnacle Investigations Corp. as set forth herein, the following terms and conditions are hereby agreed by and between Pinnacle Investigations Corp hereinafter referred to as **Pinnacle and** _____, the entity contracting with Pinnacle (hereinafter referred to as "Client"). This agreement is hereinafter referred to as the "Contract".

1) Payments for Services. The Client agrees to pay Pinnacle for its services and those of its employees at the rates set forth in any accompanying "Request For Services" form. Prices are subject to change with thirty (30) days notice. Payment will be made by company check or cashier check.

Payment terms are Net 20, unless otherwise agreed upon in writing. The Client agrees that they will pay all bills for service at agreed upon rates. Pinnacle shall issue an invoice at the time such services are rendered, due and payable within twenty (20) days of receipt of invoice, with a 1-1/2% per month finance charge for payments made past that date. Such nonpayment may result in the termination of Client's access privileges and suspension of Pinnacle's obligation to perform any further services. Services are subject to Washington State sales tax, where applicable. Client shall be responsible for all costs of collection, including reasonable attorney fees and court costs.

2) Guarantee of Results. The Client acknowledges that Pinnacle does not guarantee results from its investigative efforts. The Client furthermore acknowledges that Pinnacle will use its best efforts and all resources readily available on behalf of the Client, but recognizes that we are limited to the accuracy of the information and/or materials resourced and makes no warranties or representations of the accuracy of the information it provides.

3) Compliance With Laws and Regulations. The parties agree that in connection with the investigation or consultation for which Pinnacle is retained by this Contract, Pinnacle and Client will at all times comply with the laws and regulations of the United States, the State of Washington, and any jurisdiction in which Pinnacle is performing services on Client's behalf, and that the information provided by Pinnacle is intended solely for the furtherance of legitimate and lawful pursuits. In addition, Pinnacle strictly adheres to the Financial Services Act of 1999 and does not use pretext or other deceptive practices while conducting asset searches. Pinnacle and its employees use a combination of public records, private and court instrument sources to obtain all information within federal and state guidelines. Client agrees to hold Pinnacle harmless in regards to any legal issues that may occur after the final report is issued to the Client, due to Client's failure to comply with the terms of this section or its misuse of the information contained in the final report, but specifically excluding any legal issues that arise due to the negligence of Pinnacle in performing its obligations under this Contract.

4) Indemnification. The Client agrees to indemnify, protect and hold harmless Pinnacle for any losses and expenses that Pinnacle may incur or become liable as a result of the willful or negligent acts or omissions of the Client in performing its obligations under this Contract. By signature on this Contract, Client asserts, that in the event they have requested a credit report, they will abide by all requirements of the Fair Credit Reporting Act (FCRA), 15 U.S.C. &1681 et seq. Pinnacle agrees to indemnify, protect and hold harmless, Client for any losses or expenses that Client may incur or become liable as a result of the willful or negligent acts or omissions of Pinnacle in performing its obligations under this Contract.

5) Limitation on Liability. Neither party will be liable special, indirect, or consequential damages arising out of or in connection with this Contract, whether based on contract, tort, including negligence or otherwise.

6) Dispute Resolution Through Binding Arbitration. Except that either party may seek any appropriate action (such as injunctive, equitable, or similar relief of a court order, with or without penalties, to comply with the terms of this Contract) from a court to prevent or mitigate a breach or a further breach, as the case may be, of this Contract, all disputes, controversies, or claims arising out of or in relation to this Contract shall be finally settled under the rules of the American Arbitration Association. The place of arbitration will be determined and agreed on by both parties. The cost of the American Arbitration Association will be divided equally between the Client and Pinnacle.

7) Information is proprietary. All educational materials provided by Pinnacle to the Client remains the exclusive property of Pinnacle for use by the Client, and are not to be redistributed without prior permission.

8) Applicable Laws. This Contract and any disputes, civil actions or other proceedings shall be governed by the laws of the State of Washington and the arbitration provisions set forth in Section 6 above.

9) Forum Selection. The Courts of the State of Washington shall have exclusive jurisdiction over any dispute related to this Contract.

10) Severability. In the event that a term or condition of this Contract is held to be invalid or unenforceable, the remainder of the remaining terms of the Contract shall stay remain in full force or effect.

11) Contract Represents Entire Agreement. This Contract constitutes the entirety of the agreement between Client and Pinnacle Investigations. This Contract supersedes any previous oral or written communications. This Contract may not be modified or amended except in writing and mutually agreed upon by both parties.

I STATE THAT I HAVE READ THIS CONTRACT IN IT'S ENTIRETY, UNDERSTAND IT'S TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THOSE TERMS AND CONDITIONS.

By: _____
Company Name

By: Pinnacle Investigations

By: _____
Signing Agent

By: _____
Pinnacle Investigations Signing Agent

Date: ____/____/____

Date: ____/____/____

By: _____
Printed Name

By: _____
Printed Name

Company Address

City *State* *Zip*

Company Phone *Company Fax*

CERTIFICATION FROM EMPLOYER TO CONSUMER REPORTING AGENCY

In compliance with the Fair Credit Reporting Act (the "Act") and applicable state law, Employer hereby certifies to [Consumer Reporting Agency] that it will comply with the following provisions: Employer certifies that prior to obtaining or causing a "consumer report" and/or an "investigative consumer report" to be obtained for employment purposes:

1. A clear and conspicuous disclosure, **in a document consisting solely of the disclosure**, will be made in writing to the consumer. The disclosure will explain that a consumer report and/or an investigative consumer report may be obtained for employment purposes, and will be presented to the consumer before the report is procured or caused to be procured. The disclosure will satisfy all requirements identified in Section 606(a)(1) of the Act.
2. The consumer will have authorized, in writing, the obtaining of the report by Employer.

Should the consumer make a written request within a reasonable amount of time, Employer will provide:

1. Information about whether an investigative consumer report has been requested;
2. If an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and
3. The name and address of the outside agency to whom requests for any of these reports has been made.

This information will be provided no later than five days after the date on which the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

Should the consumer be denied employment, or other adverse action taken, in whole or in part on the basis of the report, Employer will provide to the applicant or employee:

1. A copy of the report; and
2. A description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act."

The information from the report will not be used in violation of any applicable federal or state equal employment opportunity laws or regulations.

California Employers Only: In compliance with applicable provisions of California state law, Employer certifies the following:

Employer has made all disclosures required by California Civil Code section 1786.16(a) and will comply with all of the requirements of California Civil Code section 1786.16(b).

1. *[If a copy of the report will be provided to the consumer directly by the employer, include the following: If an investigative consumer report is requested for reasons other than suspicion of wrongdoing or misconduct by the consumer, then Employer will provide the consumer with a copy of the report, as required by California Civil Code section 1786.16.] [If a copy of the report will be provided to the consumer by the consumer reporting agency, include the following: If an investigative consumer report is requested and the consumer checked the box on the authorization form signifying s/he wants a copy of the investigative consumer report when and if s/he is entitled*

to one under California law, then Employer hereby requests that a copy of the report be sent to the subject of the report **unless** the report is requested in connection with an investigation based upon suspicion of wrongdoing or misconduct by the consumer **and Employer has notified you that a copy should not be provided to the consumer**, in accordance with California Civil Code section 1786.16.]

2. If a credit report is requested, and if the consumer checked the box on the authorization form signifying s/he wants a copy of the credit report, then the Company hereby requests that a copy of the credit report be sent to the subject of the report, in accordance with California Civil Code section 1785.20.5.

Employer hereby acknowledges receipt of the Notice to Users of Consumer Reports.

Company Representative

Title

Signature

Date