End User Agreement

THIS SCREENING SERVICE AGREEMENT ("Agreement") is made as of the _____ ("Effective Date"), by and between JD Palatine, LLC., dba JDP,a Pennsylvania corporation with a mailing address at One Oxford Centre, 301 Grant St, Suite 4300 Pittsburgh PA. 15219 ("JD Palatine"), and the party identified below ("Client").

Denton Independent School District 1307 N. Locust Street, Denton, Texas, 76201

1.   Services to be provided by JD Palatine

Upon request and relying upon Client's representations that it has a legitimate purpose for information, JD Palatine will provide background checks, verifications and other consumer reports to the Client when available. JD Palatine will only furnish a report for a permissible purpose under the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq. ("FCRA") and no other purpose.

2.   Representations of Client when ordering reports

A.   Client represents that it is an existing business with the legitimate need for verification and reports offered by JD Palatine. Client specifically represents that reports will only be obtained for its own use and it is the end user of the reports. It will not further distribute, sell, give or trade such information with any third party. Client will request reports for the following permissible purposes listed below.

B.   Client acknowledges receipt of all required notices required by the FCRA including the Notice to users of Consumer Reports, Obligations of Users under the FCRA, A summary of Your Rights Under the Fair Credit Reporting Act, and Remedying the Effects of identity Theft.

C.   Client represents that prior to requesting a report for **employment purposes (including contractors and volunteers)**, it will:

(i)   disclose to the individual who is the subject of the report that a consumer report or, as applicable, an investigative consumer report, may be obtained;

(ii)   obtain the written or electronic consent of the individual allowing the obtaining of the consumer report;

(iii)   provide to the individual a summary of the individual's rights required under the ("FCRA") and any applicable state law; and

(iv)   not utilize any information in violation of any federal or state equal employment opportunity law or regulation.

(v)   that a reasonable amount of time prior to taking adverse employment action against the individual who is the subject of the report, when such action will be based in whole or in part upon the information contained in the report furnished by JD Palatine, the Client will, except as otherwise provided by law, advise the subject of the intent to take adverse action and provide a copy of the report to the individual and a description, in writing, of the individual's rights under the FCRA.

(vi)   that after taking adverse action based in whole or in part upon information contained in a report furnished by JD Palatine, the Client shall:

(a)   provide notice of such action to the individual;

(b)   provide the name, address and telephone number of JD Palatine;

(c)   inform the individual that he/she is entitled to a free copy of the report and a right to dispute the record through JD Palatine and that JD Palatine is unable to provide the individual the specific reasons why the adverse action was taken by you.

(d)   allow the individual a designated period of time to contact JD Palatine if individual wishes to dispute any information in the report; and

(e)   provide a final adverse action notice to the individual if a final adverse decision is made

(vii)   that it will comply with the FCRA and similar state laws, in regard to all reports, it will follow the requirements of the Driver Privacy Protection Act ("DPPA") and the various state laws implementing the DPPA in regard to motor vehicle reports.

D.   Client represents that prior to requesting a report **for residential screening purposes**, it will:

(i)   disclose to the individual who is the subject of the report that a consumer report or, as applicable, an investigative consumer report, may be obtained;

(ii)   provide to the individual a summary of the individual's rights under the ("FCRA"); and

(iii)   not utilize any information in violation of any federal, state or local equal housing law or regulation.

(iv)   that after taking adverse action e.g., rejecting, increasing rental rates, increasing deposit requirements, etc. against the subject of the report, based in whole or in part upon information contained in a report furnished by JD Palatine, the Client shall:

(a)   provide notice of such action to the individual;

(b)   provide the name, address and telephone number of JD Palatine;

(c)   inform the individual that he/she is entitled to a free copy of the report and a right to dispute the record through JD Palatine and that JD Palatine is unable to provide the individual the specific reasons why the adverse action was taken by you;

(d)   provide a copy of the individual's rights under the FCRA;

(e)   allow the individual a designated period of time to contact JD Palatine if individual wishes to dispute any information in the report; and

(f)   provide a final adverse action notice to the individual if a final adverse decision is made

E.   Client will maintain documentation showing compliance with these certifications for a period of six (6) years or during the employment, tenancy, etc. of the subject, whichever is longer.

3.   Confidentiality of Information

Information provided by JD Palatine to its Clients is considered confidential by law. Upon its receipt, Client shall treat the information as confidential. Such information shall be maintained in confidential files to which physical and/or electronic access is restricted. Only those employees who need such information to perform their job duties shall have access to the same.   At the time that Client disposes of any report received it shall cause such to be destroyed by cross shredding, burning or electronic destruction as required by regulations issued by the Federal Trade Commission.

4.   Waiver and Release

A.   Client acknowledges that JD Palatine relies totally on the information furnished by others. JD Palatine also relies on the information contained in the records of various governmental agencies for other reports. JD Palatine is not responsible for inaccurate or false information received from others and sent to Client. Client agrees to assert no claim and waives liability against JD Palatine for any inaccurate or false information included in any report unless JD Palatine had actual knowledge of the error and failed to correct it if it had the legal ability to alter such information.

B.   Client agrees to hold JD Palatine harmless and will indemnify JD Palatine to the extent allowed by law and that such funds are available from the then approved annual budget from all claims and losses resulting from Client's breach of this Agreement or violation of any applicable law. JD Palatine agrees to hold Client harmless and will indemnify Client for all claims and losses arising from JD Palatine's violation of any applicable law. Such indemnifications include all costs and reasonable attorney fees incurred by the indemnified party.

5.   Miscellaneous Provisions

A.   This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements, negotiations and representations. This Agreement may only be modified in writing signed by both parties; however, subsequent representations by Client to show compliance with existing or future laws are effective when signed by Client and become a part of this Agreement. This Agreement is for the exclusive benefit of the parties hereto and no benefit is intended for any third party.

B.   This Agreement is intended to be subject to, and in compliance with, all applicable state and federal statutes and regulations. Insofar as this Agreement or any provision may subsequently be determined to be at variance or not in compliance with any such statute or regulation, it will be considered to be amended or modified to the extent necessary to make it comply, and JD Palatine and Client hereby consent and agree to any such amendment or modification. Further, the invalidity of any one provision shall not affect the validity of the other provisions.

C.   The term of this agreement is twelve (12) months beginning on the Effective Date, and automatically renews annually after the initial twelve-month period. A thirty (30) day written notice must be provided by either party for termination of this agreement.

D.   This Agreement is deemed to have become effective and to have been entered into upon its acceptance in the State of Pennsylvania by JD Palatine. Therefore, this Agreement will be interpreted and enforced in accordance with the laws of the State of Texas, without reference to its conflict of laws.

6. Legal Counsel

Client understands that JD Palatine is not legal counsel and cannot provide legal advice. Client should work with counsel to develop an employment screening program specific to their needs. It is necessary for Client to work with counsel to ensure that client's policies and procedures related to the use of CRA-provided information are in compliance with applicable state and federal laws.

JD Palatine advises Client that they have specific legal requirements and responsibilities regarding taking adverse action against a consumer based on a consumer report and that Client should consult with their legal counsel regarding specific, legal responsibilities.

7.   Force Majeure

JD Palatine is not responsible for any events or circumstances beyond its control that prevent it from meeting its obligations, which include but are not limited to: war, riots, embargos, strikes, disruptions in communications or acts of God.

8.   Fees

Client shall pay JD Palatine for all Services outlined in Schedule A.

Full Legal Name of the Organization:	Full Legal Name of the Organization: **JD Palatine, LLC dba JDP**
By (authorized signature): *(SEAL)*	*By (authorized signature):* *(SEAL)*
Printed Name: 	Printed Name:
Title:	Title:
Date Signed *(mm/dd/yyyy):*	Date Signed *(mm/dd/yyyy):*