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METSCheck Agreement to Provide Service

_____ (hereinafter "Client") with its principal business address located at _____ enters into this Terms of Service Agreement with METSCheck, with its principal business located at 600 Houze Way, C-1, Roswell, GA 30076 (hereinafter "METSCheck").

Whereas

METSCheck is a for-profit business providing pre-employment and employment screening services to companies nationwide. These services include but are not limited to: mandated and non-mandated drug and alcohol testing, background screening, I-9 compliance and wellness programs. We represent ourselves and our agents to be professional, trained and qualified to provide CLIENT, the services outlined in this agreement.

Whereas

CLIENT is a for-profit business providing services and has expressed a desire to enter into this Agreement with METSCheck and agrees to the conditions below.

Now therefore

METSCheck agrees to provide Social Security Number Trace and Criminal Background checks on CLIENT applicants with proper applicant consent documentation. These background checks will be conducted by accessing National and Local records for the most current information available. Based on Social Security Trace information and local statutes, METSCheck, at its discretion, will determine which areas and methods are to be used in order to provide CLIENT the most thorough, up-to-date and legal information regarding their applicants. CLIENT agrees to order and use Consumer Reports in full compliance with the FCRA. CLIENT agrees Consumer Reports will be ordered only when intended for employment purposes. CLIENT specifically agrees not to sell, assign, or otherwise transfer any information obtained to any third party. Distribution and review of ALL Consumer Reports, whether oral or written, will be limited to those with a legitimate business need for the information, or as permitted by law. CLIENT also agrees to obtain a signed authorization from every person that a Consumer Report will be ordered and upon request be able to provide METSCheck with a copy. METSCheck reserves the right to randomly audit CLIENT for copies of these authorization forms at anytime. CLIENT agrees this authorization will be signed and in their possession before METSCheck is directed to prepare the report. METSCheck agrees to perform background checks at our attached fee rate. _____ (Initial)

METSCheck agrees to provide a 9-panel drug test on CLIENT applicants with proper applicant consent documentation. METSCheck will provide the 9-panel drug screen which includes collection, laboratory testing, positive confirmation re-testing by the lab, chain-of-custody forms, and our normal reporting via fax, secured password protected web access or email.

The 9-panel drug test will require a donor urine specimen from the applicant and METSCheck will provide for that collection through our nationwide network of Laboratory Corporation of America (LabCorp) Patient Services Centers (PSC). Should a LabCorp location not be available or should the CLIENT applicant go to an un-approved collection site, additional collection charges may apply. However, METSCheck will assume the responsibility to provide alternative collection sites near all CLIENT locations if needed. METSCheck will use its best efforts to provide CLIENT timely, accurate and professional results, and to respond quickly to any concerns or errors. CLIENT agrees to cooperate with METSCheck in set-up, logistics and to quickly respond to any METSCheck request for pertinent information in order to provide these services to CLIENT.

Payment Terms

CLIENT agrees to the above fee structure and payment terms of net within 15 business days of invoice receipt. METSCheck agrees to provide CLIENT a single statement of services for the previous month no later than the 15th of each month. Furthermore, CLIENT agrees to a 5% late payment fee, each month, for all amounts not paid to METSCheck on or before the statement due date for any previous billing periods. For the purpose of determining amounts unpaid and subject to the late fee, any payments received will be applied to the oldest invoices. For the purpose of payment date, checks will be considered received when deposited in 1st class U.S. Mail, three (3) calendar days before due date. Should a mailed check not be received by METSCheck within ten (10) calendar days of mailing, CLIENT agrees to re-issue check and submit via an overnight service at CLIENT expense.

Additional Charges

Any services not specifically outlined above will be billed at our usual and customary fee. In addition, if CLIENT requests re-testing or special services, METSCheck will bill for these services.

Termination

At any time, either Client or METSCheck may, by written notice to the non-terminating party, terminate this Agreement. The Effective Date of termination shall be as specified in such written notice and shall be no less than thirty (30) days from the date written notice is received by the non-terminating party.

Amendment or Modification

This Agreement may not be modified or amended, except by an agreement in writing signed by the parties hereto. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

Authorization

Each person executing this Agreement warrants and represents that he is fully authorized to do so.

Entire Agreement

This Agreement, including any Exhibits hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understand of the parties in connection therewith. No representation, warranty, covenant, agreement or condition not expressed in this Agreement shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.

Counterparts

Multiple copies of this Agreement have been executed by the parties hereto. Each such full executed copy shall have the full force and effect of an original executed instrument.

Severability

Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under any such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision, or the remaining provisions of the Agreement.

Construction of Agreement

The parties hereto agree that the terms and language of this Agreement were the results of negotiations between the parties and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against either party. Any controversy over the construction of this Agreement shall be decided mutually without regard to events of authorship or negotiation.

Signatures

Authorized Client Signature

For METSCheck

Printed Client Name and Title

Renee Elberts, Operations Manager

Date

Date

Credit Card #: _____ Exp Date: _____

Credit Card Holder Name: _____

Credit Card Billing Address: _____

City: _____ State: _____ Zip Code: _____

Card Holder Signature: _____

I confirm and agree to have METSCheck to put my card on file for the purposes of paying my invoices when they occur.

For Account Set up please provide the following Account Users Information:

First Name	Last Name	Phone	Email	Preferred Login Name

Estimated Number of Background/Drug Tests per Month: _____