



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 12/4/2025

File ID: TMP-6307

Department: Human Resources

Subject:

Type of Action: Approval/Action

Resolution authoring the Mayor to enter into an Agreement between the City of Huntsville, Alabama and True Alliance Background Screening for employment screening.

Resolution No.

Finance Information:

Account Number: 1000-16-16100-515370-00000000

City Cost Amount: \$TBD

Total Cost: \$TBD

Special Circumstances:

Grant Funded: N/A

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments: Cost will be determined by the type of background check conducted and how often they are needed. A price list of each background check service to be conducted is available for review if needed.

RESOLUTION NO. 25-_____

NOW THEREFORE BE IT RESOLVED by the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an Agreement between the City of Huntsville and True Alliance Background Screening for employment screening, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as “Agreement between the City of Huntsville, Alabama and True Alliance Background Screening,” consisting of a total of twenty-nine (29) pages with the date of the December 4, 2025, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 4th day of December 2025.

President of the City Council of the
City of Huntsville, Alabama

APPROVED this the 4th day of December 2025.

Mayor of the City of
Huntsville, Alabama



Integrity in Every Check. Trust in Every Alliance.

Empowering businesses to hire with confidence.

Application for Membership Agreement

Our Mission Statement:

To deliver accurate, confidential, and integrity-driven background screening services that empower businesses to make informed decisions. As a veteran-led company, we uphold the highest standards of accountability, professionalism, and trust—ensuring every client receives personalized support, seamless transitions, and unwavering commitment to compliance. We believe in building strong alliances through transparency, faith-rooted values, and operational excellence.

True Alliance Background Screenings

2100 Southbridge Parkway, Suite 650, Birmingham, AL 35209

Phone: 205-478-6277

Toll-Free: 800-425-9671

Email: customerservice@truealliancebgs.com

Website: <https://www.truealliancebgs.com/>

LEGAL NOTICE: True Alliance Background Screenings, LLC is not a law firm and does not provide legal advice. Customers are strongly encouraged to consult with qualified legal counsel to develop and maintain a background screening program tailored to their specific needs. It is the customer's responsibility to ensure that all policies and procedures governing the use of consumer reporting agency (CRA) information comply with applicable local, state, and federal laws.

President of the City Council of the City of
Huntsville, Alabama

Date: _____

True Alliance Background Screenings (TABS)

THE FOLLOWING IS NECESSARY TO CREATE AN ACCOUNT:

1. **FCRA CERTIFICATION:** Setting up an account requires the “End User” to certify its permissible purpose for ordering consumer and/or investigative consumer reports under section 604 of the Fair Credit Reporting Act (FCRA). Application for membership must be made and the permissible purpose(s) identified. Companies **must** provide a copy of one (1) of the following:

- A. Valid business license under name of application
- B. Documentation of “DBA/Doing Business As” Filing
- C. Articles of incorporation
- D. Company charter
- E. Tax ID statement or current tax record
- F. 501-c3 Tax Exemption Certificate

2. **COMPANIES MUST ALSO PROVIDE:**

- A. Signed “Letter of Intent”
- B. Operate from a commercial business location
- C. Display a permanent company sign identifying the name of the business
- D. Be open during normal business hours
- E. Be listed in one of the business yellow pages or Internet yellow pages directory.
- F. If business is less than one year old, company must provide individual authorization for personal credit report and a copy of current utility bill under company name and address listed on application.

3. **ON-SITE INSPECTION REQUIRED:** Once we have received a signed Application and supporting documents, a physical “on site” inspection will be ordered for the physical location of the business. This inspection includes a brief walk through of the department(s) responsible for running background checks, digital pictures of the company signage, secure storage area via a locking device or room and brief interview. This is a *one-time* onsite physical inspection fee unless your physical location changes. **Should your physical address change, then TABS is to be notified and another inspection is required.**

IMPORTANT NOTICE: *Clients are expected to be familiar with the federal FCRA regulations and/or be aware of their responsibilities. Be sure to review the provided FCRA Exhibits for regulation requirements.*

LEGAL NOTICE: True Alliance Background Screenings, LLC is not a law firm and does not provide legal advice. Customers are strongly encouraged to consult with qualified legal counsel to develop and maintain a background screening program tailored to their specific needs. It is the customer’s responsibility to ensure that all policies and procedures governing the use of consumer reporting agency (CRA) information comply with applicable local, state, and federal laws.

TABS Membership Agreement & FCRA Certification

As a professional background screening company and proud associates of the Professional Background Screening Association (PBSA), True Alliance Background Screenings, LLC is committed to delivering the most comprehensive and accurate investigations available in the industry. Please note: Criminal records are indexed by name and date of birth—not by Social Security Number. Therefore, we strongly recommend that all consumer investigations include searches under all known names and addresses associated with the individual, including those provided by the client and those discovered during the screening process. **To ensure thoroughness, we advise conducting searches across all counties of residence and employment, applicable state and federal government repositories, sex offender registries, and multi-jurisdictional national criminal databases.**

Important Notice: Excluding alternate names or jurisdictions of residence may significantly limit the scope of the investigation and result in a report that does not meet our recommended standards for completeness. Clients are advised to consider the inherent risks of narrowing search parameters.

Please CHECK this box to acknowledge you have read and understand the above statement .

To cooperate with other business and professional people in the confidential dissemination of consumer report information,

(Company name) _____ (hereinafter referred to as "End User")
petitions True Alliance Background Screenings (hereinafter referred to as the Screening Service), an Alabama company, located at 2100 SouthBridge Pkwy, Suite 650, Birmingham, AL, 35209, for the use of its services upon the basis outlined below, and if accepted by said Screening Service as a member or subscriber, agrees that the following shall constitute a service agreement between the End User and the Screening Service on this ____ day of _____, 20____. (Effective Date)

WHEREAS the End User is organized as a: ☐ Sole Proprietor ☐ Partnership ☐ LLC ☐ Corporation ☐ Other (please specify) and End User plans to order Screening Services for tenant screening and/or employment screening, which may include Consumer Reports and/or Investigative Consumer Reports as defined under the federal Fair Credit Reporting Act ("FCRA") (collectively, "Background Reports");

Note: If a Partnership or Sole Proprietor is designated, additional certification is required.

WHEREAS Screening Service desires to sell such Background Reports to End User.

END USER AGREES:

The Screening Service is in the consumer information reporting business and obtains consumer information from consumer reporting agencies, public record repositories and/or other third-party sources for the purpose of reselling such information to the end-user for a fee.

End User shall be responsible for all charges incurred, including applicable fees as well as charges resulting from End User's errors in inputting data, duplicate requests and data entry errors in transmission. Invoices are due and payable upon receipt and considered past due after (30) thirty days of date of invoice, and unpaid balances beyond (60) sixty days thereafter may result in suspension of services. End User shall review all invoices furnished and shall notify Screening Service of any discrepancies within (15) fifteen days of receipt. Otherwise, invoice shall be deemed accepted and payable. The fees for Background Reports exclude out of pocket expenses such as registry fees, school transcripts, court access fees, state fees, and 900# clearinghouse fees to verify employment, education or other verification fees and fees for the Services exclude any applicable taxes. Screening Service reserves the right to revisit any Background Report fee if (i) regulatory changes result in an increase of the charges for services; or (ii) Screening Service's average disbursement fees/out of pocket expenses should increase by more than ten percent (10%).

To keep all Background Reports, whether oral or written, strictly confidential and restrict the use of the information in the Background Reports by End User and its authorized personnel for the permissible purpose certified and for no other purpose. No information from Background Reports will be given or resold to any other "person", "third-party" or "user". If the End User, or his or her representative, requests Background Report information, that person may be referred to Screening Service for disclosure under the FCRA or other applicable laws.

Recognizing that information in Background Reports is secured from and processed by fallible sources (human and otherwise) and that for the fee charged Screening Service cannot be either an insurer or a guarantor of the accuracy of the information reported; End User releases Screening Service and its Affiliates and the officers, agents, employees, and independent contractors of Screening Service and its Affiliates from liability for any negligence of third party furnishers of information in connection with erroneous information provided by such third parties.

End User shall comply with the Vermont Fair Credit Reporting Act, 9 V.S.A. § 2480e, by securing the written consent of the Consumer prior to ordering a consumer report on a Vermont resident.

- 1) If End User purchases motor vehicle records ("MVRs") from Screening Service on applicants, employees, or volunteers End User agrees to the following:
 - (i) End User shall order, receive, and otherwise use the MVR's in strict compliance with all applicable federal, state, and local statutes, rules, codes, and regulations. This includes, but is not limited to, the Fair Credit Reporting Act (FCRA) and its state equivalents, the Driver's Privacy Protection Act (DPPA) and its state equivalents, the Gramm-Leach-Bliley Act (GLB) and its state equivalents and, including any

Reviewed and Agreed by Customer: Place initials here: _____

TABS Membership Agreement & FCRA Certification

changes, supplements, or amendments to such statutes, all rules, codes, and regulations as well as any case law interpreting such statutes, rules codes, and regulations.

- (ii) End User shall not retain or store any Screening Services' provided MVR results, or portions of information contained therein, in any database or combine such information with data in any other database, provided that, End User may keep a copy of a Consumer's MVR in the Consumer's personnel file. Unless otherwise specified above, End User shall maintain all records related to its order, purchase, and use of each MVR for a period of five (5) years from the date each MVR is ordered. End User acknowledges and agrees that Screening Service and/or the applicable State or Federal Government may audit performance at any time. End User agrees to cooperate fully with Screening Service and/or Federal/State auditors.
 - (iii) Screening Service may, from time to time, impose additional restrictions procedures or processes upon the use and/or delivery of MVR's, which it believes to be prudent to ensure compliance with all applicable statutes, rules, codes, and regulations, the specific state forms and/or the security, privacy, or confidentiality of the MVR's.
 - (iv) End User warrants and agrees that any MVR's, products, and/or services provided under this Agreement are to be used internally by the End User as a factor in establishing a consumer's eligibility for new or continued employment unless otherwise restricted further by The Laws or Specific State Forms as defined above. End User may retain MVR information only in the employee's history file. End User's failure to comply with all requirements of this Agreement is a material breach that will result in immediate termination of the Agreement and delivery of MVR's.
 - (v) As requested by Screening Service, End User shall complete any state forms, which Screening Service is legally or contractually bound to obtain before serving End User with state MVRs.
 - (vi) AK - Prior to ordering a MVR from the state of Alaska, End User agrees to obtain from the Consumer a signed state specific authorization of the release of the MVR. As necessary, Screening Service shall provide a copy of the required release to the End User.
 - (vii) CA - If End User purchases a MVR from the State of California, End User acknowledges it shall NOT order this product as a "stand alone" product and must combine this service with any single or combination of other service(s) offered by Screening Service to run background checks on its applicants or employees. End User accepts responsibility of ensuring compliance with the DPPA, Title 18 U.S.C. § 2721-2725 and California Vehicle Code, CVC §1808.
 - (viii) NH - Prior to requesting any MVR from the State of New Hampshire, End User agrees to execute and notarize the New Hampshire Department of Safety, Division of Motor Vehicles form DSMV 505, Release of Motor Vehicle Records. The form must be retained in the personnel file for a period of five (5) years and made available upon request. As necessary, Screening Service shall provide a copy of the required release to the End User. End User acknowledges it shall NOT order this product as a "stand alone" product and must combine this service with any single or combination of other service(s) offered by Screening Service to run background checks on its applicants or employees. End User accepts responsibility of ensuring compliance with the New Hampshire Department of Safety, Division of Motor Vehicles, Code RSA 260:14 V (a)(6) and acknowledges the penalties for non-compliance set forth pursuant to RSA 260:14 which is listed on New Hampshire form DSMV 505. End User shall not disseminate or publish personal information contained in New Hampshire MVRs via the Internet.
 - (ix) PA - With regard to provided MVRs originating from the state of Pennsylvania, End User shall not disseminate or publish personal information contained in such MVRs via the Internet. End User must complete and notarize an "Affidavit of Intended Use" and submit it to PennDOT, via the screening service, prior to accessing Pennsylvania MVR's.
 - (x) UT - If End User orders a MVR from the State of Utah, End User agrees the authorization/consent will not predate the request for a MVR by more than (90) ninety days.
 - (xi) VA - If End User orders a MVR from the State of Virginia, End User must retain the Consumer's authorization for at least five (5) years after the date the MVR was requested. End User shall not publish Virginia MVRs or any information derived from Virginia MVRs via e-mail. However, End User may disseminate Virginia MVRs via the Internet through use of a secure Internet connection. End User further agrees to indemnify and hold harmless the Commonwealth of Virginia for any liabilities and/or damages caused by virtue of the undersigned's breach of this agreement or the laws of the Commonwealth of Virginia.
 - (xii) WA - Prior to requesting any MVR from the State of Washington, End User agrees (a) to obtain from the Consumer a written statement authorizing the release of the MVR and (b) execute an attestation that the information in the MVR is for the "sole purpose" of determining whether or not the individual should be employed to "operate a school bus or commercial vehicle upon public highways". Screening Service will provide a copy of the required release and attestation to the End User. (c) End User agrees to retain each release and attestation for a period of not less than two (2) years. (d) End User shall not disseminate or publish personal information contained in Washington MVRs via the Internet.
 - (xiii) WV - End User shall not disseminate or publish personal information contained in West Virginia MVRs via the Internet. End User shall indemnify the state of West Virginia from any wrongful use of the MVR data.
- 2) With respect to personally identifiable information regarding consumers, the Parties further agree as follows:
- (i) Screening Service recognizes the importance of appropriate privacy protections for consumer data and End User agrees it (including its directors, officers, employees or agents) will comply with the End User's own privacy principles, policies, or practices.
 - (ii) End User acknowledges that Screening Service has provided the "Notice to Users of Consumer Reports", which informs users of consumer reports of their legal obligations under the FCRA.
 - (iii) Notify Screening Service if End User changes its address or name and if required, End User agrees to additional certification requirements, including a physical site inspection of the premises.

END USER CERTIFIES:

End User will comply with all the provisions of Public Law 91-508 (Fair Credit Reporting Act) and all other applicable statutes, both state and federal. (Public Law 91-508 provides that any person knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under Title 18 of the United States Code, or imprisoned not more than two years, or both.)

Reviewed and Agreed by Customer: Place initials here: _____

TABS Membership Agreement & FCRA Certification

Only the End User's designated representatives will request reports. **End User's designated representatives will be forbidden to attempt to obtain reports on themselves, associates, or any other person except in the exercise of their official duties.**

That each time a request for an investigative consumer report or a consumer credit report is made of the Screening Service for employment purposes, End User will comply with Section 604 of the FCRA, namely:

- (1) Consumer has been given a clear and conspicuous written notice, in advance (in a document that consists solely of the disclosure), that a consumer report may be requested for employment purposes; and
- (2) The consumer has authorized the End User, in writing, to procure the report; and
- (3) The information in the consumer report will not be used in violation of any applicable federal or state equal employment opportunity law or regulation; and
- (4) In using consumer reports for employment purposes, before taking adverse action based in whole or in part on the report, End User will provide the consumer; (i) a copy of the report; and a description in writing of the rights of the consumer, as prescribed and in the format approved by the Consumer Financial Protection Bureau under 15 U.S.C. §1681g 609(c)(3), which notice (Exhibit B) shall be provided to End User by the Screening Service; (ii) a notice that adverse action has been based in whole or in part on a consumer report received from a consumer reporting agency; (iii) the name, address and telephone number of the consumer reporting agency that furnished the consumer report (including a toll-free telephone number established by the agency); (iv) that the consumer reporting agency did not make the decision to take the adverse action and is unable to provide to the consumer the specific reasons why the adverse action was taken; and (v) that the consumer may, upon providing proper identification, request a free copy of a report and may dispute with the consumer reporting agency the accuracy or completeness of any information in a report; and
- (5) If the Consumer is a resident of the State of California, the disclosure shall also include the name, address and telephone number of the investigative consumer-reporting agency conducting the investigation, the nature and scope of the investigation requested, and a summary of the provisions of §1786.22 of the California Code.

With regard to Investigative Consumer Reports, as defined in 15 U.S.C. §1681a(e), End User will clearly and accurately disclose to the Consumer that an Investigative Consumer Report including information as to his character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be made. The disclosure will be made in writing and mailed or otherwise delivered to the Consumer not later than three (3) days after the date on which the report was first requested and will include a summary of the Consumer's rights provided for under 15 U.S.C. § 1681g(c). The disclosure shall also include a statement informing the Consumer of his/her right to submit a written request for additional information pursuant to 15 U.S.C. § 1681d(b), within a reasonable period of time after the receipt by him/her of the foregoing disclosure. Upon receipt of such request, Customer shall disclose in writing the nature and scope of the investigation, which shall be complete and accurate. The disclosure must be mailed or otherwise delivered to the Consumer not later than five (5) days after the date on which the request for additional disclosure was received from the Consumer or the date the End User first requested the report, whichever is the later.

End User certifies that it will request consumer reports pursuant to procedures prescribed by Screening Service from time to time only for the permissible purpose certified below and will use the reports obtained for no other purpose. End User will maintain copies of all written authorizations for a minimum of five (5) years from the date of inquiry and made available to the Screening Service at the time of request for audit purposes.

End User shall use each Consumer Report only for a one-time use, and shall hold the report in strict confidence and shall not disclose it's content to any unauthorized third parties not involved in the decision; provided, however, that customer may disclose the report to the subject of the report only in connection with an adverse action based on the report.

To furnish the Screening Service with written or oral information giving the following data:

1. Notice of any dispute by customers of the completeness or accuracy of any information furnished to the Screening Service.
2. Any pertinent other information to make the Screening Service's files more complete, immediately when requested by the Screening Service.

That End User will provide prompt, accurate and complete information of transmission and will comply with Section 623 of the FCRA. However, End User may discuss information received from Screening Service with the consumer in the event End User declines or takes adverse action regarding the consumer. In the event of disclosure to the consumer by End User, the Screening Service shall be held harmless from any liability, damages, cost or expense including reasonable attorney fees resulting there from. The Screening Service shall not be liable in any manner whatsoever from any loss or injury to End User resulting from the obtaining of such information and shall not be deemed to have guaranteed the accuracy of such information, being based, however, upon reports obtained from sources considered by the Screening Service to be reliable. **LEGAL NOTICE:** End User acknowledges that the Screening Service is not acting as legal counsel and cannot provide legal advice. End User acknowledges sole responsibility for obtaining its own legal counsel to develop its program's specific guidelines. In addition, End User acknowledges the necessity to work with its own legal counsel to ensure its policies and procedures related to the use of consumer report or investigative consumer report information is in compliance with applicable state and federal laws.

Reviewed and Agreed by Customer: Place initials here: _____

TABS Membership Agreement & FCRA Certification

Insert Type of Business Below

FCRA "END USER" CERTIFICATION: End User is a _____ and has a permissible purpose for obtaining consumer reports in accordance with the Fair Credit Reporting Act (15 U.S.C. §1681 et seq.) including, without limitation, all amendments thereto ("FCRA"). The End User certifies that each time a request for information or a consumer report is made of the screening service, the End User's representative, authorized to make such a request, will use the information or report only for a permissible purpose and for *no other purpose*. Namely;

- A. As ordered by a court or a federal grand jury subpoena. Section 604(a) (1)
- B. As instructed by the consumer in writing. Section 604(a) (2)
- C. For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- D. For employment purposes, including hiring, assignment, promotion and retention decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- E. In connection with a tenant screen application involving the consumer. Section 604(a) (3) (F)
- F. For the underwriting of insurance as a result of an application from a consumer. Section 604(a) (3) (C)
- G. When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a) (3) (F) (i)
- H. To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- I. To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a) (3) (D)
- J. For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a) (3)(E)
- K. For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a) (4) and 604(a)(5)

Permissible purpose(s) for which End User will use consumer reports **(insert below)**

Examples: Insert either "Employment Screening" or "Tenant Screening"

NOTE: End User certifies and agrees that it will not use the reports obtained from the Screening Service for any other purpose, other than those indicated under the permissible purpose section above. End User also agrees that any unauthorized use of reports obtained from the Screening Service, other than for the purpose(s) indicated above, constitutes a violation of the FCRA. Further, Public Law 91-508 provides "Any person who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses shall be fined under title 18, United States Code, imprisoned for not more than 2 years, or both." [15 U.S.C. § 1681q]

SYSTEM ACCESS & SECURITY: The Screening Service's data service shall provide access to customer through computer software, XML or other type Integration, Internet web browser, e-mail, telephone, fax or hard copy. End User agrees to do the following in order to preserve the security of the Services being provided pursuant to this Agreement:

1. End User agrees to take appropriate measures so as to protect against the misuse and/or unauthorized access of Screening Service's services through any methods, including unauthorized access through or to End User's user identification numbers or passwords ("Account ID's"). Such misuse or unauthorized access shall include any disclosure, release; viewing or other unauthorized access to information such as social security numbers, driver's license numbers or dates of birth. End User agrees that Screening Service may temporarily suspend access for up to ten (10) business days pending an investigation of End User's use or access. End User agrees to cooperate fully with any and all investigations. If any misuse or unauthorized access is found, Screening Service may immediately terminate this Agreement without notice or liability of any kind.
2. The ability to access Screening Service's data shall be restricted to only duly authorized personnel, whether by computer and/or Internet-based systems or otherwise, all according to procedures that meet or exceed all applicable regulations including, but not limited to, the FCRA, other applicable federal, state and local laws, statutes, regulations, rules and court orders. The Screening Service shall take commercially reasonable measures to maintain the accessibility of its services via Internet 24 hours a day, except for such down time as necessary or advisable for upgrade or maintenance. Screening Service shall not be responsible for establishing or maintaining End User's access to the Internet.
3. End User is hereby notified of the inherent risks associated with all delivery methods of the Screening Service. Any system or device of any kind used to obtain or receive data services shall be placed in a secure location within End User's facility, and End User shall take all

Reviewed and Agreed by Customer: Place initials here: _____

TABS Membership Agreement & FCRA Certification

necessary precautions to secure any such system or device in such a manner as to prevent unauthorized access. All such systems or devices shall be disabled or locked after normal business hours or when left unattended by authorized personnel.

4. Each user of End User's system to access data services will be assigned a unique logon password. End User shall protect account numbers and passwords used to access data services in such a way as to be known only to authorized personnel, and under no circumstances will unauthorized personnel have knowledge of any such account numbers or passwords. End User shall instruct each of its users to change their password every (90-120) ninety to one hundred twenty days to ensure unauthorized access. End User shall not post in any manner passwords or account numbers within its facility. End User further agrees that account numbers and passwords are not to be discussed by telephone to any unknown caller, even if the caller claims to be an employee of Screening Service and/or its Affiliates, until such time that verified identification is made by the Screening Service. End User shall manage all Account ID's and notify Screening Service promptly if any Account ID becomes inactive or invalid.
5. Any system access software the End User may use, whether developed by the Screening Service and/or its Affiliates or provided by a third-party vendor, must have account numbers and passwords "hidden" or embedded so that the passwords and account numbers are known only to supervisory personnel or other personnel authorized to use the Screening Service.
6. End User is responsible for the security of assigned codes, and is hereby notified of the possibility of theft or other form of compromise of End User's assigned codes, which may or may not be detected, and of the possibility of use of a stolen or compromised assigned code to forge End User's access to data from the Screening Service.
7. In the event of a breach of system security or an unauthorized access of Consumer Report information, End User shall comply with all notice requirements in every jurisdiction where such notice is required and shall give immediate notice to the Screening Service, time being of the essence. Upon discovery of a security breach, further access of Screening Service's products will be disabled until the breach is secured and further measures are in place to ensure ongoing compliance.
8. End User specifically acknowledges and agrees that it shall be responsible in all respects for all access of services performed as a result of any use of End User's assigned access codes, whether or not intended or authorized.
9. Screening Service may, from time to time, notify End User of additional updated or new requirements, compliance with which will be a condition of Screening Service's continued provision of data services. End User agrees to comply with such requirements as set forth in the Exhibits, which it has received from Screening Service and shall be incorporated into this Agreement by this reference, as the same and may be revised from time to time.
10. Screening Service shall have the right to periodically audit End User to assure compliance with the terms of this Agreement and to ensure updates of any changes to End User information or permissible purpose. End User will provide Screening Service full cooperation and will be responsible for assuring full cooperation of its employees in connection with such audits. End User will provide Screening Service or obtain for Screening Service access to such properties, records and personnel as Screening Service may reasonably require for such purpose.

THE SCREENING SERVICE AGREES:

1. To comply with all laws applicable to the making of Background Reports for tenant screening, employment screening or other permissible purposes, including the Fair Credit Reporting Act.
2. To follow reasonable procedures to assure maximum possible accuracy of the information reported and reinvestigated, if requested by the End User, without further charge if the information originally reported was found to be incorrect.
3. To disclose, upon request from the consumer who is the subject of the Background Report (the "Consumer"), the information reported, reinvestigate any legitimate information disputed by the Consumer at no charge to the Customer and take any necessary corrective action with the Consumer and the End User.
4. To defend and indemnify End User from and against liability, losses, costs, expenses and damages for claims or litigation brought by third parties, caused by, or arising, from any violation of law or the negligent acts or omissions of Screening Service, its officers, agents or employees during the course of providing services hereunder to End User under this Agreement; provided that End User notify Screening Service promptly of any claims or suits. Screening Service shall have the right to conduct at its own cost any defense of End User under this paragraph. Notwithstanding the above, Screening Service's indemnification obligations under this Agreement shall be limited in the aggregate to One Thousand Dollars (\$1,000.00) during the term of this Agreement.
5. The data services provided will consist of consumer report information with respect to individuals ("Consumers"). To maintain files on individuals, firms or corporations, recording information furnished by its members or subscribers or obtained from other available sources. Screening Service has access to consumer reports from one or more consumer credit reporting agencies.
6. To furnish all available pertinent information on individuals, firms or corporations, including but not limited to identifying information, credit history, criminal records, drug screens, motor vehicle driving records, education, employment and all public record information in file. Such information is being furnished at the special request of the End User, as evidenced by the signature of this applicant.
7. It will use commercially reasonable efforts to faithfully transmit the data services accurately and, in its entirety, as permitted by local, state and federal laws, except to the extent as may otherwise be permitted, this Agreement or agreed to by the screening service in writing. The Screening Service will not provide a record of inquiries in connection with prescreening, account review, and file disclosure to the consumer.

IT IS FURTHER MUTUALLY AGREED THAT neither Party will be liable to the other for any delay or failure in its performance of any of the acts required by this Agreement (other than for payment obligations hereunder) if and to the extent that such delay or failure arises beyond the reasonable control of such Party, including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, material or component shortages, supplier failures, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, flood, epidemics, riots, strikes, Screening Service's inability to acquire data, services or other products on terms anticipated by Screening Service, or for any other cause reasonably beyond Screening Service's control.

- 1) This agreement shall remain in force for one year and then month to month thereafter, except as described in Number 3 below.

TABS Membership Agreement & FCRA Certification

- 2) Written notice by either party will terminate the agreement, but the obligations and agreements set forth as to information provided by either party to the other shall remain in force.
- 3) Delinquency or violation of the terms of this agreement or a legal requirement, or an End User obtaining consumer reports without a permissible purpose as indicated on page 4, areas A – K of this agreement may result in immediate termination of service without notice.
- 4) Neither Party will use or permit their respective employees, agents, representatives and contractors to use the trademarks, service marks, trade names, logos, names, or any other proprietary designations of the other Party, whether registered or unregistered, without such other Party's prior written consent.

US NATIONAL CRIMINAL "PRIVATE" DATABASE "Limitations of Liability": End User acknowledges that the Screening Service and/or its Affiliates may obtain Data Services from third party sources and that the Screening Service and/or its Affiliates do not undertake a separate investigation for each Inquiry or request for Data Services made by End User. Because the Data Services involve conveying information provided to the Screening Service by other sources, the Screening Service cannot and will not, for the fee charged for the Data Services, be an insurer or guarantor of the accuracy or reliability of the Data Services. End User acknowledges and agrees that (i) it will use the Data Services at their own risk and peril, (ii) it will bring no action or claim, and hereby irrevocably and completely waives and releases all future actions and claims against the Screening Service, its parent companies, subsidiaries, affiliates, successors and assigns, liable for any injury or damage consequent to the provisions, non-provision or use of the Data Services, (iii) information obtained from public records such as criminal and eviction data is often incomplete, untimely, inaccurate and subject to producing false positives, (iv) due to the organization of criminal records and/or the nature of the query, there will be instances where no criminal information is reported with regard to persons who in fact have criminal records, (v) there is a wide diversity in the types of criminal records made available by various jurisdictions and in the content of such records, and (vi) End User will make independent verification of all negative criminal and eviction information. End User acknowledges that consumer information is secured by and through fallible sources, both human and otherwise, and that for the fee charged, the Screening Service cannot guarantee the accuracy or completeness of the consumer information furnished. End User acknowledges that data otherwise available from public record sources may be suppressed in conformance with applicable data obsolescence laws and the Screening Services' policies. If End User reasonably determines that the Data Services do not meet the Screening Service's obligations under this Agreement, End User shall so notify the Screening Service in writing as soon as practicable after receipt of the Data Services in question. If End User so notifies the Screening Service, then, unless the Screening Service disputes End User's claim, the Screening Service will, at its option, either perform the Data Services in question or issue a credit for the amount paid to the Screening Service for the non-conforming Data Services. This performance or credit constitutes End User's sole remedy and the Screening Service's maximum liability for any such breach of this Agreement by the Screening Service. If notwithstanding the above, liability is imposed on the Screening Service for claims other than fines imposed by government officials for violation of law, then End User agrees that the Screening Service's total liability for any or all of End User's losses or injuries from the Screening Service's acts or omissions under this Agreement, regardless of the nature of the legal or equitable right claimed to have been violated, shall be the lesser of (i) the amount paid by End User to the Screening Service under this Agreement during the one (1) month period preceding the alleged breach by the Screening Service of this Agreement or (ii) one thousand dollars (\$1,000). End User covenants that it will not sue the Screening Service for any amount greater than permitted by this Agreement and will not seek punitive damages. **IN NO EVENT SHALL THE SCREENING SERVICE AND/OR ITS AFFILIATES BE LIABLE TO END USER ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS OR LOST PROFITS), WHETHER FORESEEABLE OR NOT AND HOWEVER, CAUSED, EVEN IF THE SCREENING SERVICE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

Warranty, Indemnification and Limitation of Liability:

1. End User and Screening Service recognize that every business decision represents an assumption of risk and that neither party, in furnishing information or services to the other, underwrites or assumes the other's risk in any manner. Except as otherwise expressly provided in this agreement, or any amendment, neither party guarantees or warrants the correctness, completeness, fitness for a particular purpose of the information or services provided to the other. Neither party, nor any of its directors, officers, agents, employees, contractors, licensors, affiliated companies, or affiliated agencies ("Affiliated persons and entities") will be liable to the other for any loss or injury arising out of, or caused in whole or in part by, their acts or omissions, even if negligent, in procuring any information or in providing the services or any information. End User will indemnify and hold harmless Screening Service, Equifax, TransUnion, Experian and its affiliated persons and entities from and against any direct and actual loss, cost, liability and expense (including reasonable attorney fees) resulting from End User's breach of any section of this Agreement.
2. Notwithstanding anything to the contrary in this agreement, including any and all future amendments, neither party, nor any of its affiliated persons and entities, will be responsible for consequential, incidental, indirect, exemplary or special damages, including lost profits.

Reviewed and Agreed by Customer: Place initials here: _____

TABS Membership Agreement & FCRA Certification

Compliance Requirements: The below 'Received and Agree statements' must be checked.

Federal and state laws require Consumer Reporting Agencies to verify the identity of End-Users and the Permissible Purpose(s) for their use of Consumer Reports; as such terms are defined under the FCRA, as the same may be amended from time to time. Screening Service's contractual obligations with Trans Union, Equifax, Experian, and other consumer reporting agencies and data service providers impose additional compliance obligations on Screening Service. Accordingly, Screening Service requires and End User shall provide, certain compliance information and materials and End User shall strictly comply with the terms and conditions of this Agreement, the FCRA (as the same may be amended from time to time), the Gramm-Leach Bliley Act (as the same may be amended from time to time) and all other applicable federal, state and local laws, statutes, regulations, rules and court orders.

- A. Compliance Exhibits. End User acknowledges it has received and agrees to comply with the Exhibits provided, which are identified herein by this reference and shall be considered part of this agreement:
- ☐ YES Received and Agree Exhibit A: Sample Adverse Action Letters
 - ☐ YES Received and Agree Exhibit B: CFPB Prescribed Summary of Consumer Rights
 - ☐ YES Received and Agree Exhibit C: Consumer Authorizations and Disclosures
 - ☐ YES Received and Agree Exhibit D: Notice of User Responsibilities
 - ☐ YES Received and Agree Exhibit E: Notice of Furnisher Responsibilities and Access Security Requirements
- B. ☐ YES Agree to *On-going Duties*. End User acknowledges that it has certain on-going duties including, as an example but without limitation, when adverse action is taken by End-User with respect to a consumer's application and consumer re-investigations. These duties are described in Exhibit D: "Notice of User Responsibilities".
- C. ☐ YES Agree to *Changes in Compliance Requirements*. Due to changes in local, state, and Federal laws, Screening Service's policies may require modifications to the Compliance Requirements from time to time in the sole discretion of Screening Service, as the case may be. End User agrees that it shall comply with said modifications and will provide such other representations, warranties, or Screening Service shall require compliance materials as the case may be.

(REQUIRED DOCUMENTS)

I: LETTER OF INTENT*

End User is required to submit a Letter of Intent* presented on the company's letterhead, which includes, at a minimum, the following information (in the End User's own words):

1. The nature of its business
2. Its intended use for the services
3. Its anticipated monthly volume
4. Intent as to whether it anticipates its access to be primarily local, regional, or national

* The Letter of Intent must be completed and signed by an officer, owner or authorized manager of the company.

II: A COPY OF ONE OF THE FOLLOWING DOCUMENTS MUST ACCOMPANY THIS APPLICATION:

Check the box, which best describes the document provided as proof of legitimacy.

- ☐ CURRENT BUSINESS LICENSE
- ☐ CURRENT DBA LICENSE "DOING BUSINESS AS"
- ☐ ARTICLES OF INCORPORATION
- ☐ CORPORATE CHARTER
- ☐ COPY OF NOT-FOR-PROFIT TAX EXEMPTION CERTIFICATE (IF APPLICABLE)

Disclaimer of Warranty. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, THE SCREENING SERVICE DISCLAIMS, AND CUSTOMER WAIVES, ANY GUARANTY OR WARRANTY AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE DATA SERVICES, INFORMATION IN THE DATA SERVICES OR THE MEDIA ON OR THROUGH WHICH THE DATA SERVICES ARE PROVIDED AND SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY THE SCREENING SERVICE'S ACTS OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE, IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING, OR DELIVERING THE SERVICES OR INFORMATION THEREIN.

Reviewed and Agreed by Customer: Place initials here: _____

TABS Membership Agreement & FCRA Certification

Entire Agreement: This Agreement, including above mentioned compliance exhibits, constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof. All Exhibits provided and agreed to, indicated by represented checked boxes, form a material part of this Agreement, and all references to this Agreement, unless otherwise specified, shall include such Exhibits.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date written below.

End User/Customer/Subscriber: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Date Business Established: _____ Nature of Business: _____

If business has been in existence for less than one year, additional certification is required.

Company
End User _____

True Alliance Background Screenings _____

By: _____ **(Signature)**

By: Margaret Love / Anecia Dunlap **(Signature)**

Name: _____

Name: Margaret Love / Anecia Dunlap

Title: _____

Title: Owners

Date: _____

Date: _____

Reviewed and Agreed by Customer: Place initials here: _____

TABS Membership Agreement & FCRA Certification

CRA & End User Agreement

National "Database" Criminal Record Limitation of Liability Agreement

Some employment background screening firms or Consumer Reporting Agencies (CRA's) sell "national criminal records databases" to employers without appropriate safeguards to ensure that the information they are delivering is accurate and up to date. True Alliance Background Screenings believes that criminal records databases are valuable sources of information if they are used in a responsible manner. TABS is also concerned that this practice does not appropriately protect employment applicants from avoidable harm. Likewise, employers are placed at increased risk of litigation and public relations problems when their employment background-screening partner employs this practice. Ultimately, the Screening Service is disturbed that ongoing media coverage related to errors in background checks and the potential for litigation and overreaching legislative solutions place our profession at risk.

Therefore, in consideration of utilizing our services, the Screening Service and End User agree to the following:

Responsible Criminal Databases: When using criminal records in "private" databases in the context of employment-related screening, exclusive of the screening of tenants and other non-employment relationships:

1. Current or prospective End User clients will be provided with information about the limited nature of criminal records databases and the importance of researching each applicant's criminal history in the jurisdictions in which the applicant currently or previously has lived or worked.
2. Criminal records databases compiled by non-government entities will only be used by the Screening Service as indicators of possible records and prior to making any report to an End User about a criminal record from a database, the End User authorizes the Screening Service, for an additional fee, to verify the information directly with the reporting jurisdiction for accuracy. This ensures that End User's make decisions based on accurate and up-to-date information.
3. End User acknowledges that the Screening Service and/or its Affiliates shall provide Database Services from third party sources and that this data will "not" be further researched or verified for accuracy, unless specifically requested under a separate investigation for a fee. End User also acknowledges the inherent risks and use of unverified Database Services.
4. End User acknowledges that the Screening Service and/or its Affiliates may obtain Database Services from third party sources and that the Screening Service and/or its Affiliates do not undertake a separate investigation for each Inquiry or request for Database Services made by End User. Because the Database Services involve conveying information provided to the Screening Service by other sources, the Screening Service cannot and will not, for the fee charged, be an insurer or guarantor of the accuracy or reliability of the Database Services.
5. End User acknowledges and agrees that (i) it will use the Database Services at their own risk and peril, (ii) it will bring no action or claim, and hereby irrevocably and completely waives and releases all future actions and claims against the Screening Service, its parent companies, subsidiaries, affiliates, successors and assigns, liable for any injury or damage consequent to the provisions, non provision or use of the Data Services, (iii) information obtained from public records such as criminal and eviction data is often incomplete, untimely, inaccurate and subject to producing false positives, (iv) due to the organization of criminal records and/or the nature of the query, there will be instances where no criminal information is reported with regard to persons who in fact have criminal records, (v) there is a wide diversity in the types of criminal records made available by various jurisdictions and in the content of such records, and (vi) unless End User specifically requests from the Screening Service to independently verify the accuracy or completeness of records provided under a separate investigation for a fee, End User will be responsible for and make independent verification of all negative criminal and eviction information for completeness and accuracy, prior to its use for any adverse action taken against the subject of the inquiry. End User acknowledges that consumer information is secured by and through fallible sources, both human and otherwise, and that for the fee charged, the Screening Service cannot guarantee the accuracy or completeness of the consumer information furnished.

End User/Company Name:	Executed By:
	Title:
Date:	Signature:

FCRA Compliance Reminder:

As a CRA, True Alliance Background Screenings operates under the Fair Credit Reporting Act (FCRA). Users of this platform must understand their obligations under the FCRA, including permissible purpose, disclosure, authorization, and adverse action procedures. For guidance, visit the Federal Trade Commission's FCRA Overview or consult your legal advisor.

Reviewed and Agreed by Customer: Place initials here: _____

TABS Membership Agreement & FCRA Certification

END USER CERTIFICATION OF USE FOR EMPLOYMENT CONSUMER REPORTS

In compliance with the federal Fair Credit Reporting Act as amended by the Consumer Credit Reporting Reform Act of 1996 (the "Act"), the ("End User") identified below, hereby certifies to Consumer Reporting Agency that it will comply with the following provisions:

1. End User will ensure that prior to procurement or causing the procurement of a consumer report for employment purposes:
 - a) a clear and conspicuous disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes; and
 - b) the consumer has authorized in writing the procurement of the report by the End User.
2. In using a consumer report for employment purposes, before taking any adverse action based in whole or in part on the report, the End User shall provide to the consumer to whom the report relates:
 - a) a copy of the report; and
 - b) a description in writing of the rights of the consumer under the Act, a copy of which is attached hereto ("Summary of Consumer Rights").

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

End User hereby acknowledges receipt of the "Summary of Consumer Rights" from Screening Service.

(Name of End User) Company Name

(Signature)

(Print Name Here)

(Title)

(Date)

Reviewed and Agreed by Customer: Place initials here: _____

TABS CUSTOMER SET-UP FORM

Customer Name: _____

Physical Address: (Required) _____

City: _____ State: _____ Zip: _____

Telephone: (_____) _____ FAX #: (_____) _____

ACCOUNT USERS

Owner/CEO: _____ Phone: (____) ____ - _____

Owner/CEO Email: _____ User Rights* _____

Account Administrator: _____ Phone: (____) ____ - _____

Account Administrator's Email: _____ User Rights* _____

Secondary Account Administrator: _____ Phone: (____) ____ - _____

Secondary Administrator's Email: _____ User Rights* _____

Additional Account User: _____ Phone: (____) ____ - _____

Additional Account User Email: _____ User Rights* _____

Additional Account User: _____ Phone: (____) ____ - _____

Additional Account User Email: _____ User Rights* _____

* Granted User Rights: (1) Full Access/Admin Rights | (2) Order/View Only Results requested by this user

BY DEFAULT, WHEN REPORTS ARE COMPLETED, AN EMAIL NOTIFICATION IS SENT TO THE REQUESTOR

☐ When reports are complete, also send completed email to: _____

☐ If flags are present, notify: _____

BILLING PREFERENCES

*** INVOICES ARE EMAILED AT THE BEGINNING OF EACH MONTH TO THE DESIGNATED CONTACT PERSON BELOW. ***

Billing Address: (☐ Check here if same as above): _____

City: _____ State: _____ Zip: _____

Billing Contact: _____ Phone: (____) ____ - _____

Billing Contact's Email: _____

PAYMENT PREFERENCE

☐ AUTOMATIC RECURRING MONTHLY PAYMENTS BY ACH DEBIT UPON INVOICING (Set-up Form Required)

☐ COMPANY CHECK TO BE ISSUED BY ACCOUNTS PAYABLE AND DELIVERED VIA US MAIL

Authorized By: _____ Date: _____

Title: _____



HUNTSVILLE

Human Resources Department

Byron K. Thomas
Director

November 13, 2025

True Alliance BGS
2100 Southbridge Parkway, Ste 650
Birmingham, Alabama 35209

Re: Letter of Intent

To Whom It May Concern:

This Letter of Intent is being submitted in accordance with the City of Huntsville's Application for Membership Agreement & FCRA Certification with National Application Processing & Screening, Inc. /dba/ True Alliance Background Screenings.

The City of Huntsville is a municipality founded on November 25, 1811. Our intended use of your services is for employment screening, which includes hiring, assignment, promotion, and retention decisions where the consumer has given written permission.

The City of Huntsville's anticipated monthly volume is to be determined. We anticipate our access to these services will be primarily local.

Sincerely,

Byron K. Thomas
Director of Human Resources

The Star of Alabama



Integrity in Every Check. Trust in Every Alliance.

“Exhibits” Fair Credit Reporting Act “End User Requirements”

Our Mission:

To deliver accurate, confidential, and integrity-driven background screening services that empower businesses to make informed decisions. As a veteran-led company, we uphold the highest standards of accountability, professionalism, and trust—ensuring every client receives personalized support, seamless transitions, and unwavering commitment to compliance. We believe in building strong alliances through transparency, faith-rooted values, and operational excellence.

True Alliance Background Screenings

2100 Southbridge Parkway, Suite 650, Birmingham, AL 35209

Phone: 205-478-6277

Toll-Free: 800-425-9671

Email: customerservice@truealliancebgs.com

Website: <https://www.truealliancebgs.com/>

LEGAL NOTICE: True Alliance Background Screenings, LLC is not a law firm and does not provide legal advice. Customers are strongly encouraged to consult with qualified legal counsel to develop and maintain a background screening program tailored to their specific needs. It is the customer’s responsibility to ensure that all policies and procedures governing the use of consumer reporting agency (CRA) information comply with applicable local, state, and federal laws.

EXHIBIT A

SAMPLE LETTERS OF ADVERSE ACTION

SAMPLE COPY OF A LETTER OF PRE-ADVERSE ACTION

(Please consult your attorney for proper verbiage)

Under the new revisions of the Fair Credit Reporting Act, a notice must be sent if any information from a consumer credit report is used, in whole or in part, in the selection process for employment.

Dear Applicant,

A decision is currently pending concerning your application for employment. Enclosed for your information is a copy of the consumer report that you authorized in regard to your application for employment, together with a "Summary of Your Rights" Under the Fair Credit Reporting Act.

If there is any information that is inaccurate or incomplete, you should contact this office as soon as possible so an employment decision may be completed.

Sincerely yours,

Under Federal Law: What is the purpose of the above notice?

The purpose is to give an applicant the opportunity to see the report that contains the information that is being used against them. If the report is inaccurate or incomplete, the applicant then has the opportunity to dispute or explain what is in the report before it is used against them. Otherwise, applicants may be denied employment without ever knowing they were the victims of inaccurate or incomplete data. If there was an error in the public records, giving the applicant the opportunity to explain or correct it could be to the employer's advantage.

As a practical matter, by the time an applicant is the subject of a Consumer Report, an employer has spent time, money and effort in recruiting, and hiring. Therefore, it is in the employer's best interest to give an applicant an opportunity to explain any adverse information before denying a job offer.

Even if there are other reasons for not hiring an applicant in addition to matters contained in a consumer report, the adverse action notification procedures still apply. If the intended decision was based in whole or part on the Consumer Report, the applicant has a right to receive the report. In fact, these rights apply even if the information in the consumer report used against an applicant is not even negative on its face. For example, an applicant may have a perfect payment record on his or her credit report, but an employer may be concerned that the debt level compared to the salary is too high. The applicant still is entitled to a notice of pre-adverse action, because it is possible that the credit report is wrong about the applicant's outstanding debts. In a situation where the employer would have made an adverse decision anyway, regardless of the background report, following the adverse action procedures is still the best practice for legal protection.

EXHIBIT A

SAMPLE LETTERS OF ADVERSE ACTION

SAMPLE COPY OF A NOTICE OF ADVERSE ACTION

(Please consult your attorney for proper verbiage)

If after sending out the 1st pre-adverse document required, the employer intends to make the decision final, the employer must take one more step. The employer must send the applicant a “Notice of Adverse Action” informing the job applicant that the employer has made a final decision; along with another copy of the Consumer Financial Protection Bureau form “Summary of Your Rights” under the Fair Credit Reporting Act.

The Notice of Adverse Action must contain certain information. The following is a sample letter that contains the necessary statements:

Dear Applicant,

In reference to your application for employment, we regret to inform you that we are unable to further consider you for employment at this time. Our decision, in part, is the result of information obtained through the Consumer Reporting Agency (CRA) identified below.

The Consumer Reporting Agency did not make the adverse decision, and is unable to explain why the decision was made.

You have the right to obtain within 60 days a free copy of your consumer report from the CRA as identified below and from any other consumer-reporting agency, which complies and maintains files on consumers on a nationwide basis.

You have the right to contact the CRA listed below to dispute any information contained in the report that you believe may be inaccurate or incomplete. A copy of your rights under the “Fair Credit Reporting Act” is enclosed, entitled “Summary of Your Rights” under the Fair Credit Reporting Act.

***True Alliance BGS
2100 Southbridge Parkway, Ste 650
Birmingham, AL 35209
1-866-425-9671***

Many employers are often surprised to learn that federal law requires notifying applicants twice—once before taking adverse action and again after. Yet this two-step process is clearly mandated by the FCRA and affirmed by the Consumer Financial Protection Bureau (CFPB).

The intent is to ensure applicants have every opportunity to review and correct any incomplete or inaccurate information in their background reports before a final decision is made.

EXHIBIT B

Prescribed Summary of Consumer Rights (This exhibit is for informational purposes only) Please obtain original form from the screening service.

Para informacion en espanol, visite <https://www.consumerfinance.gov/es/> o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history record). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552**

You may have additional rights under Maine's FCRA, Me. Rev. Stat. Ann 10, Sec 1311 et seq.

- ◇ **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- ◇ **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer-reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your social security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are a victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance
 - you are unemployed but expect to apply for employment within 60 daysIn addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.
- ◇ **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit- worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- ◇ **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- ◇ **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

EXHIBIT B

- ◇ **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than 7 years old, or bankruptcies that are more than 10 years old.
- ◇ **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- ◇ **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- ◇ **You may limit “prescreened” offers for credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT (1-888-567-8688).
- ◇ **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- ◇ **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

- ◇ **You have the right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization.** The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.
- ◇ As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.
- ◇ A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purpose of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

EXHIBIT B

Identity theft victims and active-duty military personnel have additional rights. For more information, visit www.consumerfinance.gov/learnmore.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates. b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the Bureau.	a. Bureau of Consumer Financial Protection 1700 G Street NW Washington, DC 20552 b. Federal Trade Commission: Consumer Response Center 600 Pennsylvania Avenue N.W. Washington, DC 20580 1-877-382-4357
2. To the extent not included in item 1 above. a. National Banks, federal savings associations, and federal branches and agencies of foreign banks b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act. c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations. d. Federal Credit Unions	a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050 b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480 c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106 d. National Credit Union Administration Office of Consumer Financial Protection (OCFP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314
3. Air carriers	Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590
4. Creditors Subject to the Surface Transportation Board	Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423
5. Creditors Subject to the Packers and Stockyards Act, 1921	Nearest Packers and Stockyards Administration area supervisor
6. Small Business Investment Companies	Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, S.W., Suite 8200 Washington, DC 20416
7. Brokers and Dealers	Securities and Exchange Commission 100 F Street, N.E. Washington, DC 20549
8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue, N.W. Washington, DC 20580 (877) 382-4357

EXHIBIT C
Consumer Authorizations and Disclosures

In addition to all other provisions of the Agreement, True Alliance Background Screenings shall obtain from each End-User a certification that:

- 1. It will not request a Consumer Report unless it has first obtained the Consumer's written authorization, whether local, state, and/or Federal law requires such written consumer authorization. Written authorizations shall include language that permits True Alliance Background Screenings and/or its Affiliates, as the case may be, to provide an applicant's information to various governments, law enforcement, verifying authorities and consumer reporting agencies.**
- 2. If Client wishes to use Reports for collection purposes on a former resident, written authorizations shall also include language that authorizes End-User to obtain Reports for that purpose and offer a free copy of the report to the Consumer. True Alliance Background Screenings does not provide reports for this purpose and End User is forbidden to utilize True Alliance Background Screenings reports for this purpose.**
- 3. In the case of a Consumer Report that is requested for employment purposes, the prior written authorization shall include a "clear and conspicuous disclosure that consists solely of that disclosure" advising the consumer that a Consumer Report may be obtained for employment purposes and shall offer a free copy of such report to the consumer.**
- 4. If it requests True Alliance Background Screenings and/or its Affiliates to produce an "investigative consumer report" containing information as to the character, general reputation, personal characteristics, and/or mode of living of an applicant, End-User will (a) disclose in writing to the applicant that an investigative consumer report containing the above listed information may be obtained, (b) include in the written disclosure that the applicant has the right to request the nature and scope of the investigative consumer report, (c) provide, in addition to the disclosure, a copy of the Consumer's rights in the format approved by the FCRA, and (d) within 5 days of the applicant's request for information as to the nature and scope of the investigative report, provide such disclosure in the manner dictated by the FCRA.**
- 5. All consumer authorizations required by law or the Agreement shall be retained by End-User for a reasonable period of time, but not less than 72 months, and evidence of such written authorizations shall be made available for inspection by True Alliance B upon demand.**
- 6. Prior to taking any adverse action, based in whole or in part upon the Consumer Report obtained from True Alliance Background Screenings, End-User will provide Consumer with (a) a pre-adverse action letter(for employers) and (b) an adverse action letter written in compliance with applicable local, state, and/or federal laws, (c) a free copy of the Consumer Report, and (d) a summary of the consumer's rights in accordance with Applicable Laws (a specimen of the notice prescribed by the FCRA is attached hereto as the "Prescribed Summary of Consumer Rights").**
- 7. The prohibitions and restrictions set forth in the Agreement shall not prohibit End-User from providing to a Consumer who is the subject of an adverse action by the End-User a copy of such Report.**

EXHIBIT D

Notice of User Responsibilities ***(Appendix C to Part 601 of the FCRA)***

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The federal Fair Credit Reporting Act (FCRA) requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. This first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. The FCRA, 15 U.S.C. 1681-1681u, is set forth in full at the Consumer Financial Protection Bureau's Internet web site www.consumerfinance.gov/learnmore which web site address may be changed from time to time.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 of the FCRA contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. *Section 604(a)(1)*
- As instructed by the consumer in writing. *Section 604(a)(2)*
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. *Section 604(a)(3)(A)*
- For employment purposes, including hiring, assignment and promotion decisions, where the consumer has given written permission. *Sections 604(a)(3)(B) and 604(b)*
- For the underwriting of insurance as a result of an application from a consumer. *Section 604(a)(3)(C)*
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. *Section 604(a)(3)(F)(i)*
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. *Section 604(a)(3)(F)(ii)*
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. *Section 604(a)(3)(D)*
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. *Section 604(a)(3)(E)*
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. *Sections 604(a)(4) and 604(a)(5)*

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making unsolicited offers of credit or insurance. The obligations of users of this "prescreened" information are described in Section V below.

B. Users Must Provide Certifications

Section 604(f) of the FCRA prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA (by a general or specific certification, as appropriate) the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

EXHIBIT D

Notice of User Responsibilities ***(Appendix C to Part 601 of the FCRA)***

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term “adverse actions” is defined very broadly by Section 603 of the FCRA. “Adverse actions” include all business, credit, and employment actions affecting customers that can be considered to have a negative impact – such as unfavorably changing credit or contract terms or conditions, denying or canceling credit or insurance, offering credit on less favorable terms than requested, or denying employment or promotion.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action that is based at least in part on information contained in a consumer report, the user is required by Section 615(a) of the FCRA to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer requests the report within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) of the FCRA requires that the user clearly and accurately disclose to the consumer his or her right to obtain disclosure of the nature of the information that was relied upon by making a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Resellers

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notification must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. (Information that is obtained directly from an affiliated entity relating solely to its transactions or experiences with the consumer, and information from a consumer report obtained from an affiliate are not covered by Section 615(b)(2).)

EXHIBIT D
Notice of User Responsibilities
(Appendix C to Part 601 of the FCRA)

V. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. *Sections 603(l), 604(c), 604(e), and 615(d)* This practice is known as "prescreening" and typically involves obtaining a list of consumers from a CRA who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.

The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. This statement must include the address and toll-free telephone number of the appropriate notification system.

VI. OBLIGATIONS OF RESELLERS

Section 607(e) of the FCRA requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the End-User to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the End-User.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) The identity of all End-Users;
 - (2) Certifications from all users of each purpose for which reports will be used; and
 - (3) Certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller.Resellers must make reasonable efforts to verify this information before selling the report.

VII. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state or federal enforcement actions, as well as private lawsuits. *Sections 616, 617, and 621*. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. *Section 619*

EXHIBIT E

Notice of Furnisher Responsibilities

(Appendix B to Part 601 of the FCRA)

NOTICES TO FURNISHERS OF INFORMATION:

OBLIGATIONS OF FURNISHERS UNDER THE FCRA

The federal Fair Credit Reporting Act (FCRA), as amended, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA. State law may impose additional requirements. All furnishers of information to CRAs should become familiar with the law and may want to consult with their counsel to ensure that they are in compliance. The FCRA, 15 U.S.C. 1681-1681u, is set forth in full at the Consumer Financial Protection Bureau's Internet web site www.consumerfinance.gov/learnmore, which web site address may be changed from time to time. Section 623 imposes the following duties:

General Prohibition on Reporting Inaccurate Information:

The FCRA prohibits information furnishers from providing information to a consumer reporting agency (CRA) that they know (or consciously avoid knowing) is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. *Sections 623(a)(1)(A) and (a)(1)(C)*

Duty to Correct and Update Information:

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. *Section 623(a)(2)*

Duties After Notice of Dispute from Consumer:

If a consumer notifies a furnisher, at an address specified by the furnisher for such notices, that specific information is inaccurate, and the information is in fact inaccurate, the furnisher must thereafter report the correct information to CRAs. *Section 623(a)(1)(B)* If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. *Section 623(a)(3)*

EXHIBIT E

Notice of Furnisher Responsibilities

(Appendix B to Part 601 of the FCRA)

Duties After Notice of Dispute from Consumer Reporting Agency:

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

- Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. *Sections 623(b)(1)(A) and (b)(1)(B)*
- Report the results to the CRA, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compiles and maintains files on a nationwide basis. *Sections 623(b)(1)(C) and (b)(1)(D)*
- Complete the above within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). *Section 623(b)(2)*

Duty to Report Voluntary Closing of Credit Accounts:

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnishes information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. *Section 623(a)(4)*

Duty to Report Dates of Delinquencies:

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. *Section 623(a)(5)*

SUPPLEMENT TO SERVICE AGREEMENT

Between True Alliance Background Screenings, LLC (“Screening Service”)
and The City of Huntsville, Alabama (“Municipality”)

This Supplement (“Supplement”) is entered into as of December 4, 2025, by and between True Alliance Background Screenings, LLC (“Screening Service”) and the City of Huntsville, Alabama (“Municipality”), and is incorporated into the Service Agreement between the parties (the “Agreement”).

1. Purpose. This Supplement modifies and supersedes any inconsistent provisions in the Agreement as required by Alabama state law, municipal procurement regulations, and the City’s legal authority.
2. Limitation of Liability. Notwithstanding any contrary term in the Agreement, the Municipality’s liability shall be limited to the extent permitted by Alabama law. The Municipality does not waive any immunities or defenses available under the Alabama Constitution or state statutes, including but not limited to §§ 11-93-1 et seq. of the Code of Alabama.
3. Indemnification. Any indemnification obligation of the Municipality shall be limited by and subject to the liability caps and restrictions imposed under Alabama law. The Municipality does not agree to indemnify or hold harmless any party beyond the extent permitted by law. Screening Service shall remain responsible for its own acts or omissions and shall indemnify the Municipality for any claims directly resulting from Screening Service’s gross negligence or willful misconduct, to the extent not prohibited by law.
4. Governing Law and Venue. This Supplement and the Agreement shall be governed by the laws of the State of Alabama. Venue for any dispute shall be in a court of competent jurisdiction in Madison County, Alabama.
5. Effect. Except as modified by this Supplement, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of conflict, the terms of this Supplement shall control.
6. The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

True Alliance Background Screenings, LLC

By: Margaret Love / Anecia Dunlap

Name: Margaret Love/Anecia Dunlap, Owners

Title: Owners

Date: _____

City of Huntsville, Alabama

By: _____

Name: _____

Title: _____

Date: _____



ALABAMA DEPARTMENT OF REVENUE
SALES AND USE TAX DIVISION

NO: EXM-R010460941

Expires: July 31, 2027

State Sales and Use Tax Certificate of Exemption (Form: STE-1)

Pursuant To Sales and Use Tax Rule 810-6-5-.02

To _____ Date _____, 20____
Supplier

Street _____ City _____ State _____ Zip Code _____

THE UNDERSIGNED HEREBY CERTIFIES that all tangible personal property purchased on and after the date shown above will be purchased for the purpose indicated below and will be exempt from sales and/or use tax unless otherwise specified on each order, and that this certificate shall remain in effect until revoked in writing.

CHECK PROPER BOX

1. ☐ Tangible personal property purchased for resale only to licensed retail merchants, jobbers, dealers, or other wholesalers.
2. ☐ Tangible personal property purchased to become an ingredient or component part of tangible personal property manufactured or compounded for sale and the furnished containers and labels thereof (not including consumable supplies).
3. ☐ Tangible personal property purchased for resale only to tax exempt customers.
4. ☐ Statutorily Exempt Organization: _____

5. ☐ Restrictions (as specified): _____

KIND OF BUSINESS ENGAGED IN BY PURCHASER: Municipality - Exempt pursuant to Section 40-23-4(a)(11), Code of Alabama 1975, as amended.

Any tangible personal property obtained under this certificate of exemption may be subject to sales or use tax if used or consumed by the purchaser in any manner other than indicated on this certificate. The seller is required to act in good faith and to exercise reasonable care to determine the nature of the purchaser's business and know if goods purchased are consumed in the operation of the purchaser's business so as to render sales to him taxable. In the event it is determined at a subsequent date that the items sold are not exempt from sales and use tax, the seller, if he has acted in good faith and exercised reasonable care, is relieved of liability for the sales or use tax due on these purchases.

Issued and approved by the Alabama Department of Revenue, on 19-Jul-2023

BY

Revenue Manager

The seller is required to have only one certificate of exemption form on file from the purchaser. The seller must exercise reasonable care to determine that the tangible personal property obtained under this certificate is for the purpose indicated. A seller failing to exercise such care will be held liable for sales or use tax due on such purchases.

I, the undersigned, declare under penalties of false swearing, that this certificate has been examined by me and to the best of my knowledge and belief is true and correct, made in good faith, pursuant to the sales and use tax laws of the State of Alabama. I am aware that, if I make illegal tax-free purchases using this certificate and/or benefit from the illegal use of this certificate, I am liable for the sales or use tax determined to be due on these purchases.

PURCHASERS FIRM NAME HUNTSVILLE CITY OF

ADDRESS 305 FOUNTAIN CIRCLE SW HUNTSVILLE, 35801-4240

BY _____ TITLE _____
Owner, Partner, Officer, or Member

