



Membership forms required to become a member of the NannyClearinghouse.com

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Provided by:  
Strategic Data Source, Inc.



## REQUEST FOR CLEARINGHOUSE CRIMINAL RECORD CHECK

Employer or Agency Name and Account No.      Type of Employer:

Mailing Address (Number and Street)

Business Telephone  
Area Code    Number  
(       )

City, State and Zip Code/Fax/Email/US mail

Return Report Mail  Return Report Fax  E-mail  ( include info below)

Company Authorizing Signature (Position/fax or e-mail)

Date

**Please Use Form Fields or an Ink Pen and Print Clearly. Use "UPPER CASE" Letters. One Letter Per Block.**

Last Name																													
First Name																													
Middle Name																													
Current Address																											Apt.#		
City																							State			Zip			
Social Security Number																													
Date of Birth																													
Driver's License No.																							State						
Other Names Used																													

### OFFICIAL OFFICE USE ONLY

Date Received      Date Sent      Internal Control No.

TYPE OF IDENTIFICATION FOR NOTARY: Valid Photo Driver License    State Photo ID  
Birth Certificate    Valid Passport    Valid Military ID  
Military Discharge Papers  
Other (specify) \_\_\_\_\_

Verifying Applicant Identification:

(Print Name)

Signature

Date

### NOTARIZATION

Required only for applicants submitting a request to the Clearinghouse.

Sworn to and ascribed before me      Notary Public  
Seal or Stamp

this \_\_\_\_\_ day of \_\_\_\_\_

19\_\_\_\_\_ in the city/county of

State of \_\_\_\_\_

Notary Signature \_\_\_\_\_

Date \_\_\_\_\_

Applicant Signature \_\_\_\_\_

Date \_\_\_\_\_

I, \_\_\_\_\_ with \_\_\_\_\_ (name/company name) hereby acknowledge and submit to a check of any criminal record, pending case, record or convictions which may be maintained by the **NannyClearinghouse**. I understand that the results of the check will be made available to above agency for use in reviewing suitability for employment or volunteer work. I further understand that agency will only submit requests after a signed employment release has been completed.

## Requests for NannyClearinghouse Record Checks

### Who May Obtain a Record Check

Employers who are actively engaged in hiring in-home childcare employees babysitters, nannies, tutors, private teachers (i.e. piano) and volunteers may request record checks. **Every applicant whom a Clearinghouse file check is requested is entitled to review the report(s) provided to the employer.** The results of the check will be mailed/e-mailed only to the current or prospective employer. If no employer is named on the form or it is changed, the request will not be processed.

### What Records Contain

NC results for employers will contain information reported to the Clearinghouse anonymously by the media, industry sources, law enforcement and others. Records may or may not include photographs, booking photos, arrest logs, conviction data which have been aggregated from source data. Detailed criminal information to confirm identity or to describe the contents of the record can be obtained only from the State(s)/County listed when probable matches are reported.

### How to Request an NC Record Check

Using the request form (pg. 2), which may be completed by either the prospective employer when a pre-employment release form has been signed and authorized by the applicant.

Applicants may request a search and must authorize the request by his or her notarized signature to certify his or her identity.

Any mailed NC record check request must be notarized to certify identity.

#### Payment Information:

Online payments may be made online @ [www.nannyclearinghouse.com](http://www.nannyclearinghouse.com)

I authorize S.D.S. Inc. to charge my credit card in the amount of \$50.00 Pay annual Fee:  \$50.00

<b>Credit Card Information:</b>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>EXPIRATION DATE:</b> _____
	VISA	M/C	AMEX	DISCOVER	
Card Number	Name(s) on Card				_____
Card-Billing Address:	_____				
<b>X</b>					
<b>CARDHOLDER SIGNATURE/AUTHORIZATION</b>					<b>Date</b>
My company meets the guidelines listed for membership					

The cost for searching the NannyClearinghouse is \$5.00/name/search. Accounts may be opened with a minimum of \$50.00; funds will be deducted as queries are submitted. Turn-around time is generally 2-3 business days, however if a "hit" is discovered, additional time will be required to search the record and obtain court and legal documents. Orders may be placed online or by fax.

§ 604. Permissible purposes of consumer reports [15 U.S.C. § 1681b]

Subscriber shall request database queries for Employment purpose pursuant to the procedures prescribed and for no other purpose. Subscriber will not request a Report for Employment purpose unless:

- A. A clear disclosure is made in writing to the consumer before the report is obtained.
- B. The consumer authorized the report.
- C. Information from the consumer report will not be used in violation of any federal/state or EEOC, FACT ACT, DPPA.

Subscriber certifies that before taking adverse action in whole or in part based on a report, for Employment it will provide the consumer:

A copy of the Consumer Report.

A copy of the consumer rights approved by the FTC

Subscriber further agrees to hold all information obtained from the reseller in strict confidence and will use it for a one-time use only.

1. **SERVICES:** SDS will furnish Subscriber on request a search of its in-house records on criminal convictions, pending cases and other offenders. Subscriber will provide SDS with appropriate identifying information as to itself, its owners, partners, and/or officers of the business entity.
2. **LIMITATION OF LIABILITY:** The Subscriber assumes all related legal liability for SDS Inc and agrees to hold its employees, vendors, officer's and agrees to indemnify SDS Inc from any claims that might result from the information obtained or not obtained. This agreement is between subscriber SDS only.
3. **INDEMNIFICATION:** Subscriber shall indemnify, defend, and hold SDS INC harmless from and against all costs and liabilities which may be asserted/assessed against SDS based upon the improper use by Subscriber of credit, or any other information furnished to Subscriber by SDS. Subscriber acknowledges the search of the NannyClearinghouse is a search of specific criminal records maintained by SDS Inc. and does in no way include all cases of a criminal nature subscriber further acknowledges the search does not guarantee any results of any kind. Subscriber further agrees that the intended use of all information, as provided under this contract through, will be utilized within the legal purposes as set forth in the Agreement, as SDS assumes no liability, directly or indirectly, for the misuse of said information by Subscriber
4. **CONTRACT IN ENTIRETY:** This agreement sets forth the entire understanding and agreement between SDS Inc. and Subscriber and supersedes any prior or contemporaneous oral or written agreements or representations; it may be modified only by a written amendment duly executed by both parties. This Agreement shall be interpreted in accordance with the laws of the Arizona. A copy or facsimile of the contract shall be as valid as the original.
5. **SUBSCRIBER USE LIMITATIONS:** Subscriber certifies and agrees that it will request and use or criminal conviction history information or records of any other nature received from SDS solely in connection with transactions involving the consumer or business entity as to whom information is sought and will not request and use such information for purposes prohibited by law. All such information shall be maintained by Subscriber as prescribed by law and disclosed only to employees whose duties reasonably relate to the legitimate business purposes for which the information is requested and will not sell or otherwise distribute to third parties any information received hereunder, except as otherwise required by law.
6. **CRIMINAL CONVICTION HISTORY:** The purpose for a Criminal Conviction History search must meet the following requirements: Freedom of Information Act 5USC552; Crime Control Act, Title 28, Privacy Act, Public Law 93-579 5USC522(a), Title 6 Fair Credit Reporting Act, Public Law

91-508; and all other state or federal laws that may pertain to the investigation undertaken.

7. **PAYMENT REQUIREMENTS:** For all responses to requests for information (including "no record found"). Price rates will be \$5.00/name/search and will be deducted from account balances. If the balance is below 0.00, the account will be suspended until a positive balance is reached. Balances and annual fees are non-refundable. SDS reserves the right to change its fees and schedule at any time. Orders cannot be cancelled once they are received.
8. **GOVERNING LAW, VENUE and ATTORNEY'S FEES:** This Agreement will be governed by and construed in accordance with the internal substantive laws of the State of Arizona, which are intended to supersede any choice of laws rules, which might require the application of the laws of another jurisdiction. The prevailing party in any arbitration, or permitted legal or equitable action, shall be entitled to an award of its reasonable attorneys' fees and costs in enforcing its rights under this agreement.
9. **DISPUTE RESOLUTION/BINDING ARBITRATION:** The subscriber agrees that any dispute, civil action or controversy related to this Contract or its relationship with SDS Inc. shall be adjudicated by binding arbitration, and hereby explicitly waives [his, her, its] rights to any cause of action in any federal or state court or administrative agency. If subscriber and SDS Inc. are unable to agree on the procedures and guidelines of any such arbitration, the arbitration shall be governed by the procedures and personnel of the American Arbitration Association, with the cost of the American Arbitration Association's services divided equally between the subscriber and SDS Inc. SDS Inc. retains the right to bring a civil action in a court or proper jurisdiction to enforce the terms of this Contract, including, but not limited to, for injunctive relief or for breach of contract, or to bring a cross claim or third party claim against the subscriber if SDS Inc., is sued because of the acts or omissions of the subscriber.
10. **TERMS:** This agreement shall continue in force without any fixed date of termination however, SDS Inc., may terminate the Agreement upon fifteen (15) days prior written notice to the Subscriber violating rules of membership
11. **SIGNING OF THIS AGREEMENT** in its entirety shall indicate that all statements and information as provided by Subscriber are, to the best of Subscriber's knowledge, true and correct. This agreement shall not be binding on either party until accepted by SDS Inc. If the Buyer of the information misrepresents themselves, their company or organization, it may result in legal action. SDS Inc., reserves the right to confirm all subscriber data, conduct a compliance investigation and may request additional information from subscriber. Both parties acknowledge a photocopied or faxed copy has the same authority as the original.

Company:

Auth Signature:

Position:

Tax ID:

Address:

City, State, Zip:

Email:

Telephone:

Fax: