



twinstatetech.com / 800 833 8000
Women-Owned Business Enterprise

Corporate Headquarters
291 Rand Hill Road
Morrisonville, NY 12962
P 518 563 7100
F 518 563 7147
ar@twinstatetech.com

Bill To:

Town of Plattsburgh
Attention: Patrick Bowen
151 Banker Road
Plattsburgh, NY 12901
5185626800

Ship To:

Main
Attention: Patrick Bowen
151 Banker Road
Plattsburgh, NY 12901
5185626800

Make checks payable to Twinstatetech Technologies. Incorporated as Twinstatetech/Voice.Data.Video, Inc. 1.5% per month charged on overdue invoices.

Invoice #	Invoice Date	Due Date	Reference	Commencement Date	Term Date
5102664	9/1/2021	9/1/2021		9/1/2021	8/31/2022

Titanium Coverage for GMA# 2106141401-Z**Quantity**

General Maintenance Agreement	1.00
Covered Equipment List	1.00
3300 MXe III Controller	1.00
MXe III and CX/i II 1GB RAM Module Upgrade	1.00
Analog Services Unit (ASU) II	1.00
3300 MXe III 160G SATA HDD--E43	1.00
3300 Tenanting Option	1.00
3300 24 Port ONSP Card	1.00
UCCv4.0 Basic to STND for Enterprise	5.00
3300 - NETWORK LINK LIC--MITLIC	1.00
MBG Virtual Appliance Software	1.00
NetVanta 1335 PoE 24 Port Layer Switch with Integ	1.00
MiCClient License Peering Adv Server	1.00
MiCClient License Federation Adv Server	1.00
MAS 3.0 Virtual Appliance	1.00
Embedded Digital Trunk Module	1.00
6900/6800 Wall Mount Kit Each	6.00
IP Telephone	49.00
HP 1920S 24G 2SFP PoE+ Switch	1.00
**4 Port V.34 Fax Server	1.00
Advance Voicemail Option--MITLIC	1.00
Voicemail Box License	160.00
1500VA Line-Interactive UPS with 8 Outlets	1.00
MCD License	50.00
1500 VA Rack/Wall /Tower/EXT-Run UPS	1.00
Intuitive Voice	1.00
** Software Assurance **	1.00
Software Assurance (3300) - App #43016584	1.00
Software Assurance (MiVoice Business) - App #35829802	5.00
Software Assurance (Micollab) - App #28890232	1.00

Specific Exclusions Digital Phones, Wireless Headsets/Handsets/Speaker Phones	1.00
Discount from Palladium Coverage to Titanium Coverage	-1.00
Mitel 3300 System Upgrade	1.00
Expected Tax Amount Is Included In The Invoice Total	1.00

Subtotal:	\$6,128.82
Tax:	\$0.00
Paid Amount:	<u>\$0.00</u>
Total:	\$6,128.82

Inventory review and offer was determined as of 06/14/2021. Changes made to customer's environment may change total cost/price between now and the renewal date.

General Maintenance Agreement (GMA) Coverage Plan Options

Palladium Plan: 24 x 7 Coverage

24 x 7 Coverage for remote and onsite repair services twenty-four hours a day, seven days a week, to ensure systems are up and running. Onsite repair services provided within Company's immediate service region.

Titanium Plan: 8 x 5 Coverage

Provides remote and onsite repair services during normal business hours, Monday through Friday, to provide a cost-saving alternative for non-critical systems.

Standard Exclusions

1. Copper and/or Fiber Station/Feeder Cabling.
2. Peripheral equipment such as computers, modems, switches, etc., not listed on the Covered Equipment list.
3. GMA covers maintenance and repairs, not Move, Add or Change Orders to your system and/or equipment.
4. Hardware and software not specified on Covered Equipment list.
5. GMA covers UPS cabinets and circuitry listed on Invoice, not batteries.
6. GMA do not cover 'Insurable Losses' including fire, floods, lightning, theft, etc. and do not cover deliberate damage and abuse.

Thank you for your continued business!



**TOWN OF PLATTSBURGH
HIGHWAY DEPARTMENT**

151 BANKER ROAD
PLATTSBURGH, NEW YORK 12901-7307

(518) 562-6882

FAX # (518) 563-8136

Email: timd@townofplattsburgh.org

gregb@townofplattsburgh.org

karenp@townofplattsburgh.org

*Tim DuBrey
Highway Superintendent*

*Greg Burnell
Deputy Superintendent*

*Karen Pepper
Secretary*

Date: June 29, 2021

To: Mike Cashman &
Town Board Members

Re: 2021 Road Striping

I have received a letter from Karl Weis at the Clinton County Highway Department and through shared services he is planning to do the road striping for the Towns in Clinton County. The centerline is \$453.00 per mile. The edge line is \$260.00 per mile (x 2). I am requesting to have the County stripe 21.35 miles of center line at a cost of \$9,671.55 and stripe 20.08 miles of edge line at a cost of \$10,441.60. The funds will be coming out of account DA-5110-4300.

Thank you,

Tim DuBrey
Highway Superintendent

TOWN OF PLATTSBURGH HIGHWAY DEPARTMENT						
STRIPING WORK PLAN				yellow	Paint anytime	
2021					Wait for paving to paint	
Road	Road Distance	Center Line	Edge Line			
Abenaki Rd.	0.26	Yes	No			
Ada Crt.	0.03	No	No			
Adams Dr.	0.14	Yes	No			
Adams Street	0.08	No	No			
Airport Entrance Rd.	0.12	Yes	Yes			
Akey Rd. Rt.3 to Rt.374	0.16	Yes	Yes			
Akey Rd. Rt.374 to Town Line	1.36	Yes	Yes			
Alford Blvd.	0.22	Yes	No			
Algonquin Park Rd.	0.85	Yes	Yes			
Alleghany Rd.	0.09	No	No			
Allen Rd.	0.82	Yes	Yes			
Ampersand Avenue	0.46	Yes	Yes			
Angel Circle	0.12	Yes	No			
Archie Bourdeau Rd.	0.13	yes	No			
Area Development Dr.	0.33	Yes	Yes			
Arizona Avenue	1.31	Yes	Yes			
Arnold Rd.	0.23	Yes	No			
Ashton Dr.	0.24	Yes	No			
Baker Rd.	0.48	Yes	No			
Bank Street	0.07	Yes	No			
Banker Rd. Rt.22B to Rt.3	0.58	Yes	Yes			
Banker Rd. Rt.3 to Rt.374	1.1	Yes	Yes			
Barcomb Avenue	0.37	Yes	No			
Bart Merrill Rd.	1.28	Yes	Yes			
Bay Rd.	0.45	Yes	No			
Bell Rd.	0.18	Yes	No			
Benny Blake Rd.	0.27	No	No			
Bittersweet Lane	0.31	Yes	No			
Black Bear Path	0.15	Yes	No			
Blair Rd.	0.5	Yes	No			
Blueberry Hill Rd.	0.11	Yes	No			
Bracken Rd.	0.15	Yes	No			
Bradford Rd. Rt.3 74 to Rt.190	1.72	Yes	Yes			
Brandell Dr.	0.59	Yes	No			
Brenda Blvd.	0.06	No	No			
Broderick Rd.	0.33	Yes	No			
Brookside Avenue	0.28	Yes	No			
Brookview Dr.	0.14	Yes	No			
Brown Rd.	0.73	Yes	No			
Bucks Corners Rd.	0.14	Yes	No			
Bullis Rd.	0.26	Yes	No			
Bushey Street	0.08	No	No			
Cadyville Rec Park	0.22	Yes	No			
Can Am Dr.	0.29	Yes	No			
Carbide Rd.	0.22	Yes	Yes			
Catherine Hayes Lane	0.37	Yes	No			
Cayuga Rd.	0.08	Yes	No			
Champlain Dr.	0.57	Yes	No			
Chantecler Crt.	0.2	Yes	No			
Charlene Dr.	0.15	Yes	No			
Chenango Rd.	0.23	Yes	No			
Church Street	0.33	Yes	Yes			
Churchill Street	0.06	Yes	No			
Clay Dr.	0.07	Yes	No			
Cliffhaven Park Rd.	0.12	Yes	No			
Colligan Pt. Rd.	0.52	Yes	No			
Conifer Circle	0.18	Yes	Yes			

Connecticut Rd. (1500' starting @ Rt. 9)	0.94	Yes	Yes			
Cross Rd.	0.12	Yes	No			
Cumberland Head Rd.	6.33	Yes	Yes		(Firehouse to Connector Rd) 3 miles	
Dale Avenue	0.1	Yes	No			
Darrah Rd.	0.08	Yes	No			
Davies Lane	0.12	Yes	No			
Daytona Blvd.	0.32	Yes	No			
Dean Lane	0.14	Yes	No			
Deepdale Dr.	0.1	Yes	No			
Deer Run	0.22	Yes	No			
Della Rd.	0.25	Yes	No			
Dennis Lane	0.14	Yes	No			
Duke Avenue	0.1	Yes	No			
Durand Rd.	1.49	Yes	yes			
Eddie Dr.	0.29	Yes	No			
Edgewood Blvd.	0.13	Yes	No			
ETC Circle	0.11	Yes	No			
Everleth Dr.	0.08	Yes	Yes			
Facteau Avenue	0.55	Yes	No			
Fairway Dr.	0.1	Yes	No			
Fawn Ridge Trail	0.05	No	No			
Fay Lane	0.21	Yes	No			
Feathers Drive	0.13	No	No			
Ferris Crt.	0.13	No	No			
Fire House Lane	0.27	Yes	No			
FJord Dr.	0.55	Yes	No			
Flanagan Dr.	0.26	Yes	No			
Florida Street	0.19	Yes	No			
Forest Home Rd.	0.5	Yes	No			
Foxfire Lane	0.16	Yes	No			
Gene Lefevé Rd.	0.82	Yes	Yes		Later	
General R. Parker Avenue	0.24	Yes	No			
Genesee Lane	0.22	Yes	No			
Goddeau Rd.	0.63	Yes	yes			
Goodspeed Rd.	0.34	Yes	No			
Gougeville Springs Rd.	0.5	Yes	No			
Grace Street	0.15	Yes	No			
Gravelly Point Road	0.22	Yes	No			
Graves Lane	0.09	Yes	No			
Gus Lapham Rd.	0.27	Yes	No			
Halsey Crt.	0.26	No	No			
Hammond Lane	0.67	Yes	yes			
Hardy Rd.	0.09	Yes	No			
Harlan Dr.	0.05	No	No			
Hendrix Rd.	0.12	Yes	No			
Heritage Dr.	0.1	Yes	No			
Hill Drive		No	No			
Homestead Dr.	0.32	Yes	No			
Honey Dr.	0.8	Yes	No			
Idaho Ave. (Cnew York Rd. to Montand Dr)	0.35	Yes	No			
Idaho Ave. (Conn. Rd. to New York Rd.)	0.4	Yes	No			
Idaho Ave. (Golf Course Rd. to Conn.)	0.67	Yes	No			
Idaho Avenue	1.42	Yes	no			
Ilene Dr.	0.27	Yes	No			
Independence Dr.	0.34	Yes	No			
Industrial Blvd.	0.73	Yes	yes			
Iroquois Street	0.07	Yes	No			
Jan Street	0.06	No	No			
Jefferson Rd.	0.25	Yes	No			
Jennings Rd.	0.48	No	No			
Joshua Dr.	0.11	Yes	No			
Jubert Lane	0.11	Yes	No			

Kansas Avenue	0.21	Yes	No			
Kastner Rd.	0.15	Yes	No			
Kaycee Loop Rd.	0.19	Yes	No			
Kemp Lane	0.14	Yes	No			
Kennedy Rd.	0.12	Yes	No			
Kensington Rd.	0.25	Yes	No			
Kent Falls Rd.	0.6	Yes	No			
Kimberly Lane	0.39	Yes	No			
Labarre Dr.	0.31	Yes	No			
Lake Breeze Dr.	0.3	Yes	No			
Lake Shore Dr.	0.56	Yes	No			
Lakeside Crt.	0.21	Yes	No			
Lakeview Dr.	0.33	Yes	No			
Lapierre Lane	0.1	No	No			
Latinville Rd.	0.23	Yes	No			
Latour Avenue	0.3	Yes	No			
Laurel Crt.	0.04	No	No			
LeMay Dr.	0.08	Yes	No			
Lewis Crt.	0.02	Yes	No			
Lighthouse Rd.	0.29	Yes	No			
Linda Lane	0.19	Yes	No			
Lynn Avenue	0.19	Yes	No			
Lyons Rd.	0.18	Yes	No			
Main Street Rocky Pt.	0.19	No	No			
Mallard Dr.	0.16	Yes	No			
Marie Dr.	0.21	Yes	No			
Martina Circle	0.24	Yes	No			
Meadowlark Lane	0.09	Yes	No			
Meconi Avenue	0.06	Yes	No			
Melody Lane	0.6	Yes	No			
Micheal Avenue	0.5	Yes	No			
Military Turnpike	2.0	Yes	Yes			
Moffit Rd.	0.54	Yes	Yes			
Mohawk Rd.	0.11	Yes	No			
Mohican Lane	0.22	Yes	No			
Montana Dr.	0.76	Yes	No			
Morrisonville Water Tower Rd.	0.35	No	No			
Mountain View Circle	0.09	No	No			
Myron's Place	0.12	Yes	No			
Nelson Rd.	0.21	No	No			
New York Rd.	0.69	Yes	Yes			
Newell Avenue	0.52	Yes	No			
Newfact Dr.	0.07	No	No			
Northern Avenue	0.37	Yes	No			
Nuthatch Lane	0.2	Yes	No			
Onondaga Lane	0.04	Yes	No			
Oswego Lane	0.34	Yes	No			
Otter Creek Dr.	0.5	Yes	No			
Page Dr.	0.13	No	No			
Park Row	0.75	Yes	yes			
Patriot Dr.	0.26	Yes	No			
Pellerin Rd.	0.43	Yes	yes			
Penny Circle	0.05	No	No			
Pepperidge Dr.	0.1	Yes	No			
Peryea Dr.	0.17	Yes	No			
Pine Avenue	0.14	Yes	No			
Pine Brook Dr.	0.5	Yes	No			
Pine Crest Dr.	0.27	Yes	No			
Pine Knoll Dr.	0.09	Yes	No			
Pine Ridge Dr.	0.45	Yes	No			
Pine View Terrace	0.1	Yes	No			
Plattsburgh Avenue	0.18	Yes	No			

Plaza Blvd.	0.72	Yes	Yes			
Pleasant Ridge Rd.	1.08	Yes	Yes			
Pointcliff Dr.	0.05	No	No			
Poplar Dr.	0.29	Yes	No			
Pristine Dr.	0.19	Yes	No			
Pyramid Dr.	0.09	Yes	Yes			
Quarry Rd.	0.93	Yes	Yes			
Rainbow Vista Dr.	0.05	No	No			
Rascoe Rd.	0.42	Yes	No			
Reservoir Rd.	0.1	Yes	No			
Ridgeway Dr.	0.28	Yes	No			
Robinson Rd.	0.92	Yes	No			
Rockland Dr.	0.1	Yes	No			
Romeo Circle	0.4	Yes	No			
Rugar Park Way	0.56	Yes	No			
Rugar Street	1.3	Yes	Yes			
Rugar Street (Dead End)	0.08	Yes	No			
Runway Dr.	0.32	Yes	No			
Rye Dr.	0.07	Yes	No			
Sand Pit Rd.	0.28	No	No			
Sears Blvd.	0.27	Yes	No			
Seneca Dr.	0.63	Yes	No			
Shady Lane	0.2	Yes	No			
Sheila Avenue	0.23	Yes	No			
Sherman Place North	0.15	No	No			
Shirley Avenue	0.21	Yes	No			
Siwanoy Avenue	0.09	yes	No			
Smith Dr.	0.39	Yes	No			
Smithfield Blvd.	0.7	Yes	Yes			
Smokey Ridge Dr.	0.31	Yes	No			
Sorrell Avenue	0.21	Yes	No			
South Junction Rd.	2.09	Yes	Yes			
South Peru Street	0.14	Yes	Yes			
Spearman Rd.	0.27	Yes	No			
St. Johns Place	0.18	Yes	No			
St. Louis Dr.	0.16	Yes	No			
Stafford Rd.	1.45	Yes	Yes			
Stratford Rd.	0.03	No	No			
Sunnyside Rd.	0.33	Yes	No			
Superior Dr.	0.17	Yes	No			
Tara Lane	0.18	Yes	No			
Tioga Rd.	0.25	Yes	No			
Tom Miller Rd.	0.73	Yes	Yes			
Town Line Rd.	0.9	Yes	Yes			
Trade Rd.	0.64	Yes	No			
Tribute Dr.	0.08	Yes	No			
Trudeau Rd.	1.2	Yes	Yes			
Twin Birch Lane	0.25	Yes	No			
Twin Circle	0.23	Yes	No			
Val Haven Dr.	0.11	No	No			
Valcour Blvd.	0.15	No	No			
Valhalla Dr.	0.07	No	No			
Valley Dr.	0.11	Yes	No			
Vaughn Rd.	0.26	Yes	Yes			
Village Dr.	0.45	Yes	No			
Vintage Estates Dr.	0.31	Yes	No			
Vista Dr.	0.16	Yes	No			
Wallace Hill Rd. Rt.190 to Rt.374	0.35	Yes	Yes			
Wallace Hill Rd. Rt.374 to Rt.374	2.93	Yes	Yes			
Washington Place	0.27	Yes	No			
Westland Avenue	0.18	Yes	No			
Westwood Dr.	0.16	Yes	No			

Wheeling Avenue	0.12	Yes	No			
Whispering Pines	0.18	Yes	No			
Wildflower Lane	0.31	Yes	No			
Willow Dr.	0.94	Yes	No			
Wood Street	0.14	Yes	No			
Woodcliff Dr.	0.73	Yes	No			
TOTALS						
Center Line	21.35		\$453.00		\$9,671.55	\$9,671.55
Edge Line	20.08		\$260.00		\$5,220.80	\$10,441.60
						\$20,113.15
The roads marked in red may be paved during the summer so check with us before stripping.						



23 Executive Park Drive, Clifton Park, New York 12065

(518) 280-0292 Fax: (518) 514-2947

backgroundchecks@allianceriskgroup.com

Per Section 170.12 of the Private Investigators License Law, Alliance Risk Group, Inc. is Licensed by NYS Department of State, Division of Licensing Services.

This Client Agreement ("Agreement") is made and entered into by and between Alliance Risk Group, Inc. ("ARG"), 23 Executive Park Drive, Clifton Park, NY, 12065, and Town of Plattsburgh, 151 Banker Road, Plattsburgh, NY 12901 ("Client"). This Agreement shall be effective on the date of the last signature below (the "Effective Date").

RECITALS

WHEREAS, Client plans to order Consumer Reports and/or Investigative Consumer Reports as defined under the federal Fair Credit Reporting Act ("FCRA") (collectively "Reports") from ARG;

WHEREAS, ARG desires to sell Reports to Client;

WHEREAS, ARG and Client desire to further define the terms by which Reports will be provided by ARG to Client;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, ARG and Client hereby agree as follows:

TERMS

1. **Certification of Permissible Purpose For Receiving Reports.** Client hereby certifies that all of its orders for Reports from ARG shall be made, and the resulting reports shall be used, for the following permissible purpose under the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, only:

(Please check box below):

<input type="checkbox"/>	For "employment purposes," but only upon the express written consent of any person that will be screened. See 15 U.S.C § 1681b(a)(3)(B).
<input type="checkbox"/>	For purposes of determining 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. See 15 U.S.C. § 1681b(a)(3)(D).
<input type="checkbox"/>	For another legal reason, but only upon the express written consent of any person that will be screened. See 15 U.S.C. § 1681b(a)(2).

Client shall not request, obtain, or use Reports for any purpose not identified above. Among other things, Client shall not request Reports for the purpose of selling, leasing, or renting information obtained under this Agreement to any other party, whether alone, in conjunction with Client's own data, or otherwise in any service which is derived from the Reports provided by ARG. PLEASE NOTE: THE FCRA PROVIDES THAT 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 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

2. **Additional Certifications For Employment-Related Reports.** Client understands that various legal requirements apply when it orders Reports for employment purposes. Client shall comply with all such requirements. In particular, Client makes the following certifications as to legal compliance.

- A. **Disclosure.** Client certifies that, in compliance with the FCRA, prior to ordering a Report, Client shall make a clear and conspicuous "disclosure" in writing to the individual about whom the Report will be run ("the Consumer"). The "disclosure" shall explain that a Consumer Report may be procured for employment purposes. The "disclosure" shall describe the nature of the Reports to be ordered and meet all other requirements specified by applicable law. Among other things, the "disclosure" shall "stand alone" and not be combined with or stapled to any employment application or other document. The "disclosure" shall also not contain any extraneous information not required by applicable law, including, but not limited to, a release of liability.
- B. **State Law Notifications.** Client certifies that before ordering a Report from ARG, it shall also provide any necessary notifications under applicable state law to the Consumer. Client understands that various states, including, but not limited to, California, Minnesota, Oklahoma, New York, Massachusetts, and Washington require that specific information be communicated to the Consumer under certain circumstances. Client also understands that certain states, such as California, Oklahoma, and Minnesota, require that applicants/employees be afforded a check box to allow them to indicate that they would like a copy of any report received by Client. Client agrees that it will work with experienced legal counsel as appropriate to ensure that all applicable requirements are accounted for.
- C. **Written Consent.** Client certifies that, consistent with the FCRA, before ordering a Report, the Consumer shall authorize in writing the procurement of such Report.
- D. **EEO Law and Regulation Compliance.** Client certifies that it shall not use information contained in a Report provided by ARG in violation of any applicable federal or state equal employment opportunity law or regulation.
- E. **Adverse Action Procedures.** Client certifies that, if it is contemplating taking adverse action based in part or whole on a Report from ARG, it shall follow all legally-required "adverse action" procedures specified by applicable federal, state and/or local law. For example, if the Consumer may be denied employment or incur another adverse action based in whole or part on a Report provided by ARG, Client will provide to the consumer: (1) a copy of the Report, (2) a description, in writing, of the rights of the consumer entitled "A Summary of Your Rights Under the Fair Credit Reporting Act," and (3) a written notice containing any and all required notifications under federal, state or local law. Client will then wait a reasonable period of time to allow the Consumer to dispute the accuracy of the report. After the appropriate waiting period and, assuming no dispute, Client will issue to the Consumer notice of any adverse action taken, including the statutorily-required notice identified in the Fair Credit Reporting Act. Among other things, such notice will include: (1) the name, address, and telephone number of the consumer reporting agency, ARG, (2) a statement that the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the Consumer the specific reasons why the adverse action was taken, (3) a statement that the Consumer may obtain a free copy of the consumer report from the consumer reporting agency within 60 days pursuant to Section 612 of the Fair Credit Reporting Act, and (4) a statement that the Consumer has the right to dispute with the consumer reporting agency the accuracy or completeness of any information in a consumer report furnished by the agency. If a dispute as to the accuracy of the report is raised by the Consumer during the waiting period, Client will afford ARG the legally-allowed time to resolve the dispute before deciding whether to take adverse action.
- F. **Certifications Associated With Each Order.** By having ARG prepare a Report for Client, Client is certifying that: (1) A clear and conspicuous disclosure has been made in writing to the Consumer by Client (in a document that consists solely of the disclosure) stating that a Consumer Report may be obtained for employment purposes; (2) the Consumer has authorized in writing the procurement of the Consumer Report that is being ordered; (3) information from the report to be

provided by ARG will not be used in violation of any applicable Federal or State equal employment opportunity law or regulation, or any other applicable law; and (4) if applicable, Client will comply with the adverse action requirements described in Section 604(b)(3) of the Fair Credit Reporting Act, as well as any other pertinent adverse action requirements. In addition, if the Consumer lives in California or is applying to work in California or works in California, by having ARG prepare a Report for Client, Client is certifying that: (1) Client has complied with all disclosure and authorization requirements set forth in California Civil Code 1786.16, (2) Client has provided the Consumer a means to check a box to indicate that he or she would like a copy of any report received by Client from ARG, (3) Client will comply with any adverse requirements set forth under California law (including those identified in Section Cal. Civ. 1786.40) should they become applicable, and (4) Client has otherwise met all requirements for obtaining a Consumer Report or Investigative Consumer Report under California law.

3. **Additional Commitments For Specific Types Of Reports.**

A. **Investigative Consumer Report Information.** If applicable, Client certifies that it shall comply with additional requirements pertaining to Investigative Consumer Reports, as outlined in 15 U.S.C. § 1681d. Among other things, it shall clearly and accurately disclose to the Consumer that an Investigative Consumer Report, including information as to his/her character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be obtained. The disclosure shall be made in writing and mailed or otherwise delivered to the Consumer with 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. By having ARG prepare an Investigative Consumer Report for Client, Client is certifying that it has complied with the above requirements in this Section and otherwise met all legal prerequisites for receiving an Investigative Consumer Report. Further, upon receipt of a request by an applicant or employee for additional information about the Investigative Consumer Report being ordered, Client 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 Client first requested the report, whichever is later.

B. **Credit History Information.** If Client chooses to order credit reports from ARG, it certifies the following:

1. If Client is an employer, Client understands that at least ten (10) states and certain municipalities impose requirements and/or restrictions on employers intending to use credit reports for employment purposes. For example, Nevada and Illinois only permit employers to consider credit reports if the Consumer is working or will be working in a certain capacity. Likewise, states such as California and Colorado require that Consumers receive certain additional notifications before a credit check for employment purposes is conducted. Client certifies that it will comply with any and all legal requirements or restrictions pertaining to its use of credit reports identified by ARG.
2. Client acknowledges that special requirements are imposed by credit bureaus before access to credit history information may be provided. Client therefore agrees to the following:
 - a. Client shall make no employment decisions based solely on credit bureau alerts/warnings regarding addresses and/or Social Security Numbers.
 - b. Client shall permit a physical site inspection of its premises. The cost for the site inspection will be billed to Client. ARG will arrange for an inspector to come to Client's location. For residential offices, the inspection and fee will be annual.
 - c. Client shall ensure security programs and appropriate access requirements are in place, the purpose being to prevent unauthorized ordering, accessing, and/or

unauthorized viewing of consumer information; Client shall so inform all accessing employees that they may not access their personal information, information of friends and/or relatives or any other person unless it is for legitimate business purposes.

- d. To the extent Client is eligible to receive credit scores ("Scores"), Client shall only do so for its own exclusive use. Client may store Scores solely for Client's own use in furtherance of Client's original purpose for obtaining the Scores. Client shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder will be held in strict confidence by Client and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any person, except (i) to those employees of Client with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of Client who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to Client and contains the prohibitions set forth herein regarding model development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; (iv) to government regulatory agencies; or (v) as required by law. Moreover, unless otherwise explicitly authorized in an agreement between ARG and Client for scores obtained from a credit bureau, or as explicitly otherwise authorized in advance and in writing by a credit bureau through ARG, Client shall not disclose to consumers or any third party, any or all such scores provided under this Agreement, unless required by law.
- e. Client shall release and indemnify the credit reporting agency from all liability arising from the Client's unauthorized access, improper use, or reliance on consumer credit information provided pursuant to this agreement.
- f. Client shall comply with any other requirement imposed by a credit reporting agency, so long as ARG makes Client aware of such a requirement.

C. **Criminal History Information.** ARG recommends that Client screen consumers at the local level, county level and state level, as well as using federal and multi-state/nationwide databases. Client understands that ARG cannot be held responsible for any records that exist that do not fall within the scope of the search(es) ordered by Client. Client further understands that the multi-state/nationwide database information will only be offered in conjunction with a county or state-level verification of any possible "hit" and that Client will be separately charged for the associated fees. Finally, Client is aware that multiple states and municipalities impose restrictions on the use of criminal history information and that the EEOC counsels that employers should engage in a multi-step process when evaluating applicants' employees' criminal history information designed to avoid any disparate impact problems under Title VII. Client agrees to monitor all applicable legal restrictions on the use of criminal history information and take all necessary steps to comply with them.

D. **Motor Vehicle Record Information.** Client hereby certifies that it will only order motor vehicle records and/or driving records (collectively "MVRs") in strict compliance with the Driver Privacy Protection Act ("DPPA" at 18 U.S.C. § 2721 *et seq.*) and any related state laws. Client further certifies that no MVRs shall be ordered without first obtaining the written consent of the Consumer to obtain "driving records." Client shall not retain or store any ARG -provided MVR results or portions of information contained therein in any database or combine such information with data in any other database, except that Client may keep a copy of a Consumer's MVR in the Consumer's personnel file. Client shall not transmit any data contained in the reported MVR via the public internet, electronic mail or any other unsecured means. Client understands that when MVRs are sought in certain states, Client will be required to complete and store certain state-specific written consent materials in connection with any MVR check performed by ARG. Client agrees to complete such state-specific written consent materials as required by law or requested by ARG. Client further agrees to maintain such materials for no less than five (5) years.

E. **Drug Test Results.** Client certifies that it understands that various states impose requirements and/or restrictions on employers intending to obtain or use drug testing results. For example, Minnesota only allows employers to conduct drug testing in certain situations and further requires that certain notices be provided. Client certifies that it will comply with any and all legal requirements or restrictions pertaining to its acquisition or use of drug test results received from ARG.

F. **The Work Number.** Client acknowledges that special requirements are imposed by "The Work Number" before access to "The Work Number" may be provided by ARG. If Client chooses to order such information from ARG, Client agrees as follows:

1. Client shall hold "The Work Number" and its agents harmless from any claims or injuries arising out of Client's use of "The Work Number."
2. Client shall not forward or share "The Work Number" information with any third-party, except as required by law.
3. "The Work Number" information will only be obtained by Client for the permissible purpose identified in this Agreement.
4. Client is not one of the companies identified by "The Work Number" as a "Business that Cannot Be Provided The Work Number Information."
5. Client is in compliance with Vermont laws and any other applicable state laws regarding consumer credit or consumer identity protection.
6. Client shall comply with "The Work Number" data security requirements as described in Exhibit B and "The Work Number's" disposal of consumer information requirements as described in the third party verification service agreement outlined in the welcome email.

4. **Obligations Regarding The Use and Security of Reports.**

A. **Decision-making.** Client understands and agrees that ARG does not make the decision to deny employment or take any other adverse action based on any reported findings in the ARG investigation process. This responsibility falls solely with the Client. Client accepts full responsibility for any decision or adverse action made in part or whole on a Report provided by ARG.

B. **Client's Information Security Obligations.** Client understands that Reports contain sensitive, personal information. Accordingly, Client agrees to do the following in order to preserve the security of the information being provided pursuant to this Agreement:

1. **Prevent Misuse Of Services Or Information.** Client shall only request Reports for one-time use. Client agrees to take appropriate measures so as to protect against the misuse and/or unauthorized access of Reports. Client agrees that ARG may temporarily suspend Client's access pending an investigation of Client's use or access. Client agrees to cooperate fully with any and all investigations. If any misuse or unauthorized access is found, ARG may immediately terminate this Agreement.
2. **Properly Maintain The Client Account.** Client is responsible for the administration and control of Account IDs by its employees and third parties and shall identify a security administrator to coordinate with ARG. Client shall manage all Account IDs and notify ARG promptly if any Account ID becomes inactive or invalid. Client shall follow the policies and procedures of ARG with respect to account maintenance as communicated to Client from time to time.
3. **Limit Access Within Organization.** Client shall disclose Reports internally only to Client's designated and authorized employees having a need to know and only in accordance with the Agreement and applicable law. Client shall ensure that such designated and

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3. **Limit Access Within Organization.** Client shall disclose Reports internally only to Client's designated and authorized employees having a need to know and only in accordance with the Agreement and applicable law. Client shall ensure that such designated and

authorized employees shall not attempt to obtain any Reports on themselves, associates, or any other person except in the reasonable exercise of their official duties.

4. **Limit Distribution Outside of Organization.** Client shall hold any Report obtained from ARG in strict confidence, and not disclose it to any third-parties except as necessary to comply with adverse-action requirements under the Fair Credit Reporting Act or as otherwise required by law.
5. **Properly Handle Any Potential Or Actual Security Breaches.** In the event that Client learns or has reason to believe that Report data has been disclosed or accessed by an unauthorized party, Client will immediately give notice of such event to ARG. Furthermore, in the event that Client has access to or acquires individually-identifiable information (e.g., social security numbers, driver's license numbers or dates of birth) in relation to the Agreement, the following shall apply: Client acknowledges that upon unauthorized acquisition of such individually-identifiable information (a "Security Event"), Client shall, in compliance with law, notify the individuals whose information was disclosed that a Security Event has occurred. Also, Client shall be responsible for any other legal obligations which may arise under applicable law in connection with such Security Event.

5. **ARG's Obligations.**

- A. **Compliance with Applicable Laws.** ARG agrees to comply with all laws applicable to the making of Reports. Among other things, ARG will: (a) follow reasonable procedures to assure maximum possible accuracy of the information reported, (b) disclose to Consumer, upon request, the information in the Consumer's file, and (c) reinvestigate any information disputed by the Consumer at no charge to the Client and take any necessary action to rectify a report that has been determined to have incorrect or unverifiable information.
- B. **Scope of Information Provided.** ARG shall seek out and deliver information consistent with the service descriptions set forth on its website at <https://www.allianceinvestigative.com/> at the time of the relevant search. Client understands that it must review and consider the scope of a search before placing an order with ARG. Client also understands that it will not receive information from ARG that falls outside of a requested search, and that it will not receive information that ARG determines—in its sole discretion—to be unreportable under applicable law.

6. **No Legal Advice.** Client acknowledges the importance of complying with its obligations under applicable law and agrees that it will consult with legal counsel as appropriate regarding the acquisition and use of Consumer Reports and Investigative Consumer Reports. Client understands and acknowledges that ARG is not a law firm and does not provide legal advice in connection with ARG's furnishing of Reports to Client or Client's use of such Reports. Client understands that any communications by ARG's employees or representatives regarding searches, verifications or the content of reports are not to be considered or construed as legal advice. Client shall consult with counsel as appropriate before deciding whether to act upon information reported by ARG. Client understands that sample forms or documents made available by ARG to Client, including, but not limited to, sample disclosure notices, written authorizations, and adverse action notices are offered solely as a courtesy and should not be construed as legal advice. Laws governing the content of such documents frequently change. Accordingly, Client shall consult with counsel to make sure that it is using appropriate documents that comply with any and all applicable federal, state, and local laws. Use of ARG's sample documents or processes—including any process designed to obtain the consumer's consent to the background check—is entirely optional. Therefore, if Client chooses to use ARG's sample documents or processes in part or whole, Client agrees that such documents/processes should be considered its own (not that of ARG), and that Client has consulted with its own legal counsel to the extent necessary regarding the use of such documents/processes. Client shall indemnify, defend, and hold harmless ARG, its vendors and service providers, affiliates, and subsidiaries and their respective officers, directors, and employees from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity ("Claims"), related to Client's use of sample forms, sample documents, or processes made available by ARG.

7. **Warranties, Remedies, and Indemnification.**

- A. ARG assembles information from a variety of sources, including databases maintained by consumer reporting agencies containing information from public records, other information repositories, and third-party researchers. Client understands that these information sources and resources are not maintained by ARG. Therefore, ARG cannot be a guarantor that the information provided from these sources is absolutely accurate. Nevertheless, ARG has in place procedures designed to ensure the maximum possible accuracy of the information reported and also procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.
- B. Client understands that ARG obtains the information in its Consumer Reports and Investigative Consumer Reports from various third-party sources "AS IS" and, therefore, is providing the information to Client "AS IS". **ARG MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR A COURSE OF PERFORMANCE; ARG EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.**
- C. Client shall indemnify and hold harmless ARG, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity ("Claims"), related to: (i) any breach by Client of this Agreement or addenda to this Agreement, (ii) Client's violation of applicable laws or ordinances; or (iii) Client's negligence, misconduct, recklessness, errors or omissions.
- D. **ARG SHALL NOT BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF ARG WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. IN ADDITION, ARG SHALL NOT BE LIABLE TO CLIENT FOR AN AMOUNT THAT EXCEEDS TWO TIMES (2X) THE TOTAL FEES PAID TO ARG DURING THE YEAR IN WHICH SUCH LIABILITY AROSE. BOTH PARTIES AGREE THAT THE PRICES AFFORDED TO CLIENT ARE PREMISED ON THIS CAP ON DAMAGES.**

8. **Fees and Invoices.** Client shall be responsible for paying all costs and fees for services ordered specified on Exhibit A. Client shall be responsible for all charges incurred, including applicable fees, as well as charges resulting from Client's errors in inputting data, duplicate requests, and errors in transmission. Client will be billed monthly for services rendered on its behalf. **Invoices are due and payable upon receipt** and considered past due after ten (10) days from date of invoice. Unpaid balances thereafter are subject to a monthly interest charge of up to 1.5% per month from the date of the invoice until the obligation is paid in full, as allowed by law. Client shall review all invoices furnished and shall notify ARG of any discrepancies within thirty (30) days of receipt of the invoice. Absent an appropriate notice within thirty (30) days, the invoice will be deemed approved and accepted by Client. If it becomes necessary for ARG to pursue any collection of any amount due from Client under this Agreement, in addition to the principal amount due and interest, ARG shall be entitled to recover its costs of collection including, without limitation, reasonable attorney's fees, as allowed by law.

9. **Miscellaneous.**

- A. **Term.** This Agreement may be terminated by either Party for any reason whatsoever upon 10 days' prior written notice to the other Party. Notwithstanding the above, ARG may terminate this Agreement immediately upon written notice if Client is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if Client undergoes a change in ownership. In addition, ARG may terminate the Agreement immediately if it determines that Client has violated the Agreement or a separate legal requirement, or if it determines that there has been a material change in existing legal requirements that adversely affects the Agreement.

- B. Counterparts; Facsimile Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- C. Independent Contractor. Each party is and shall remain an independent contractor. Neither party is authorized to assume or create an obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner.
- D. Address Change. Client shall notify ARG if Client changes its name or address.
- E. Information for "Vetting Purposes". Client shall be expected to provide certain information to ARG regarding the nature of its business so that ARG may appropriately "vet" Client before providing Reports. Among other things, Client shall provide a photocopy of Client's business license, Federal Tax ID/Employer Identification Number and/or articles of incorporation. For Clients that have been in business LESS than one (1) year, Client must also send a photo copy of two of the following items: A copy of a utility or telephone bill in the business name for services at the principal place of business, a copy of the lease or proof of property ownership, a copy of a bank statement addressed to the Client, or a copy of the commercial insurance under the business name.
- F. General Legal Compliance. Client shall comply with all laws applicable to its ordering, receipt, or use of Reports from ARG.
- G. Receipt of Federal Notices. Client acknowledges that it has received a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act" and "Notice to Users of Consumer Reports."
- H. Audits. ARG shall have the right to conduct periodic audits of Client's compliance with this Agreement. In addition, certain third-party vendors, such as departments of motor vehicles and credit bureaus, require the right to audit Client either directly or through ARG. The scope and frequency of any audit shall be at the reasonable discretion of ARG and will be subject to requirements imposed by third-party vendors. ARG will provide reasonable notice prior to conducting any audit provided that ARG has received reasonable notice from any third-party vendor involved in the audit process. Any violations discovered as a result of such audit may be cause for immediate action by ARG, including, but not limited to, immediate termination of this Agreement.
- I. Forum Selection and Choice of Law. New York law and federal law will govern this Agreement for all matters except for collections. The parties agree that any legal disputes other than collection matters will be handled in the Saratoga court in New York or Northern Federal District of New York. Both parties agree that personal jurisdiction exists in New York.
- J. Validity of Agreement. The invalidity or unenforceability of any one provision of this Agreement shall not impair the validity and enforceability of the remaining provisions.
- K. Force Majeure. The obligation of ARG to perform under this Agreement shall be excused if caused by matters beyond its reasonable control, including, without limitation, government regulation or law, war or insurrection, civil commotion, destruction of production facilities or material by earthquake, fire, flood, storm or other natural disaster, labor disturbances, epidemic or failure of suppliers, public utilities or common carriers.
- L. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, Client shall not assign or otherwise transfer this Agreement or any interest herein without the prior written consent of ARG.
- M. No Third-Party Beneficiaries. Except as specifically provided for herein, this Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.

- N. No Waiver. The failure of either party to insist on prompt performance of their duties shall not constitute a waiver of that duty.
- O. Exhibits and Schedules Incorporated. All Exhibits and Schedules attached hereto are incorporated herein.
- P. Survival. Survival. The following provisions shall survive termination of this Agreement: 2D, 2E, 2F, 3B(2)(e), 3C, 3D, 3E, 3F, 4A, 4B, 6, 7B, 7C, 7D, 8, 9F, 9I, 9K, 9M, 9N, and 9Q.
- Q. Entire Agreement. This Agreement and any attachments hereto constitute the entire agreement between the parties and supersede all prior understanding, written or oral, between the parties with respect to the subject matter hereof. No changes or alterations may be made to this Agreement unless in writing signed by duly-authorized representatives of each party to this Agreement.

In signing this Agreement on behalf of Client, the individual below hereby certifies that he/she has direct knowledge of the facts addressed above and that **he/she is authorized to execute this Agreement on behalf of Client.**

Town of Plattsburgh
Client Name

Alliance Risk Group, Inc.

Signature _____

Signature _____

Printed _____

Printed _____

Title _____

Title _____

Date _____

Date _____

Taxpayers ID Number _____

Physical Address/Location of Client Identified Above

Exhibit A

Services and Pricing

All Packages Do Not Include Mandatory Statutory Fees

Bronze Package *\$49.00 (SSN Verification and Address History Search, Statewide Criminal, Federal Criminal, Sex Offender, Credit Report)

Gold Package *\$89.00 (SSN Verification and Address History Search, Statewide Criminal, Federal Criminal, Sex Offender, Credit Report)

National Criminal Search \$17.50

*Statutory fees which include but are not limited to criminal statewide fees, driver's license search fees, third party employment verification fees and third-party education verification fees are not included in the background investigative package price.

Alliance Risk Group Inc. has a three attempts rule regarding employment verifications, education verifications and professional/personal verifications. We will attempt to call the verification three different times, on three different days however if we are unable to reach the verification within the allotted three days, the verification will be closed.

Exhibit B

Alliance Risk Group's Payment Options:

Alliance Risk Group, Inc. will only accept credit card and ACH payments.

Please indicate your payment option:

☐ Credit Card Payment

☐ ACH Payment

AUTHORIZATION AGREEMENT FOR PRE-AUTHORIZED DEBITS/WITHDRAWALS

ACH DEBIT

I/We authorize Alliance Risk Group, Inc., herein after called "Company," to initiate debit entries and, if necessary, credit entries and adjustments for any debit entries made in error to my/our _____ checking _____ savings account (select one) indicated below and depository named below, herein after called "Depository," to debit and/or credit the same to such account. I/We understand the dollar amount can vary depending on the services performed.

Please notify me at _____ (Email Address) when an ACH payment is processed.

DEPOSITORY/BANK NAME: _____

CITY: _____

TRANSIT/ABA NUMBER: _____

BRANCH LOCATION: _____

STATE: _____ **ZIP CODE:** _____

ACCOUNT NUMBER: _____

CHECKING (Circle One) **SAVINGS**

CHECKING ACCOUNT: **PLEASE ATTACH VOIDED CHECK**

This Authorization Agreement is to remain in full force and effect until Company has received written notification from me of its termination in such time and in such manner as to afford Company and Depository a reasonable opportunity to act on the request.

CLIENT: _____ **COMPANY:** _____

SIGNATURE OF REPRESENTATIVE

SIGNATURE OF REPRESENTATIVE

PLEASE PRINT

PLEASE PRINT

TITLE

TITLE

DATE

DATE

Credit Card Authorization Form

Name on the Card: _____

Type of Card: Visa ☐ MC ☐ AmEx ☐ Discover ☐

☐ Please retain information on file.

Account Number _____

Expiration Date _____

Security Code _____

Billing Address _____

City, State, Zip _____

Phone Number _____

By signing this form, you authorize Alliance Risk Group, Inc. and its subsidiaries to charge your credit card for recurring charges.

Printed Name: _____

Signed: _____ Date: _____