

# APPLICATION FOR EMPLOYMENT

## *PALM COAST FORD*

**(WE ARE AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER)**

**APPLICANT'S STATEMENT:** I understand that the Dealership is committed to providing equal opportunity in all employment practices, including but not limited to selection, hiring promotion, transfer and compensation to all qualified applicants and employees without regard to age, race, color, national origin, sex, religion, handicap or disability, citizenship status, service member status or any other category protected by federal, state or local law.

I authorize former and present employers, professional, work and personal references listed in the application as well as any other individuals I may name, to give the Dealership or its designee any and all information concerning my previous employment and any pertinent information they may have, personal or otherwise and release such parties from all liability for any damages that may result from furnishing same to the Dealership. I also authorize the Dealership to provide truthful information concerning my employment with it to future employers and I agree to hold it harmless for providing such information.

I understand that the Dealership reserves the right, to the extent permitted by law, to require drug and alcohol screening tests of an applicant or an employee either prior to employment or any time during employment, and I hereby give my consent to any such test. I consent to the release of the results of any such tests to the Dealership or its designee. I release the Dealership and its designee from any and all liability and damages that may result or arise from any drug test or the provision of information in connection with such a test.

I understand that this employment application and any other Dealership documents are not promises of employment. Should I be employed, I understand that my employment will be on a trial period for ninety (90) days from the date of my hiring and that I will remain an at-will employee thereafter. I further understand that, if I am employed, I can terminate my employment at any time with or without cause and with or without advance notice and that the Dealership has a similar right. I understand that no manager, representative or agent of the Dealership has any authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the foregoing, except that the President may do so in writing.

In return for the Dealership's agreement to arbitrate legal disputes and for considering this application, I agree by signing below that any dispute of a legal nature arising under federal, state or local law between me and the Dealership (including any such claim regarding discrimination, harassment or any other legal dispute relating to my employment arising under any labor, employment or civil right law) will be subject to final and binding arbitration in accordance with the Dealership's arbitration procedures. I understand that the arbitrator, who will serve as judge and jury, has the same authority to award money damages and other relief, as does a court or jury. If employed, I will sign a stand-alone arbitration agreement that would replace this one. The Dealership's arbitration procedures are available for my review on request and if hired, I will receive a copy of the procedures to keep.

I certify that the information given by me on this application and during the interview process is true and complete in all respects, and I agree that if the information is found to be false, misleading or unsatisfactory in any respect (in the Dealership's judgment) that I will be disqualified from consideration for employment or subject to immediate dismissal if discovered after I am hired.

I certify that I have received a separate written notification that the Dealership may obtain a consumer report on me for use in connection with my application and if I am hired, my employment with the Dealership. I authorize the Dealership to obtain this report.

This application will be considered "active" for a maximum of thirty (30) days. If you wish to be considered for employment after that time, you must re-apply.

**DO NOT SIGN UNTIL YOU HAVE READ AND UNDERSTAND ALL OF THESE STATEMENTS**

\_\_\_\_\_  
Applicant's Signature

Oct-14

\_\_\_\_\_  
Date

# PALM COAST FORD

**EACH INQUIRY ON THIS APPLICATION MUST BE FULLY ANSWERED OR COMPLETED. OTHERWISE, YOU WILL NOT BE CONSIDERED FOR EMPLOYMENT.**

**PERSONAL DATA:**

Last Name		First Name			Middle Name	
Present Address	City	State	Zip Code	How Long:	Years	Months
Previous Address	City	State	Zip Code	How Long:	Years	Months
Home Phone	Cell Phone	Other Contact Number	Social Security Number	Are You 18 Years Of Age Or Older		
				YES	NO	
Position Desired	When Are You Available For Work		Placement Desired	Full-Time	Part-Time	Temporary

**PREVIOUS EMPLOYMENT:**

Please list the names of your present or previous employers in chronological order with present or last employer listed first. Include part-time and seasonal employment. If self-employed, give firm name and supply business references. DO NOT ANSWER "SEE RESUME." Fill out this form completely

Employer #1 (Name Of Company)	Date Employed	From	To	Work Performed
Employer Telephone Number(s)	(space for another number - if needed)			Continue Work Performed
Job Title	Supervisor Name and Title			Continue Work Performed
Reason For Leaving				Rate Of Pay

Employer #2 (Name Of Company)	Date Employed	From	To	Work Performed
Employer Telephone Number(s)	(space for another number - if needed)			Continue Work Performed
Job Title	Supervisor Name and Title			Continue Work Performed
Reason For Leaving				Rate Of Pay

Employer #3 (Name Of Company)	Date Employed	From	To	Work Performed
Employer Telephone Number(s)	(space for another number - if needed)			Continue Work Performed
Job Title	Supervisor Name and Title			Continue Work Performed
Reason For Leaving				Rate Of Pay

# PALM COAST FORD

**EACH INQUIRY ON THIS APPLICATION MUST BE FULLY ANSWERED OR COMPLETED.  
OTHERWISE, YOU WILL NOT BE CONSIDERED FOR EMPLOYMENT.**

(continuation)

**PREVIOUS EMPLOYMENT:**

Please list the names of your present or previous employers in chronological order with present or last employer listed first. Include part-time and seasonal employment. If self-employed, give firm name and supply business references. **DO NOT ANSWER "SEE RESUME."** Fill out this form completely

Employer #4 (Name Of Company)	Date Employed	From	To	Work Performed
Employer Telephone Number(s)	(space for another number - if needed)			Continue Work Performed
Job Title	Supervisor Name and Title			Continue Work Performed
Reason For Leaving				Rate Of Pay

Employer #5 (Name Of Company)	Date Employed	From	To	Work Performed
Employer Telephone Number(s)	(space for another number - if needed)			Continue Work Performed
Job Title	Supervisor Name and Title			Continue Work Performed
Reason For Leaving				Rate Of Pay

# PALM COAST FORD

## BACKGROUND INFORMATION:

Please explain fully any gaps in your employment history. **Be sure to account for all periods of time** including military service and any period of unemployment.

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List any other names which you may have used and which will be necessary to verify prior to your employment.

If hired, can you provide proof that you are legally entitled to work in the U.S.? (circle one)    YES    NO

If not, what steps must be taken for you to begin employment lawfully?

Have you ever been terminated or asked to resign from any job? (circle one)    YES    NO

If yes, please explain circumstances: \_\_\_\_\_

May we contact your current employer? (circle one)    YES    NO

If no, please explain: \_\_\_\_\_

Have you ever worked for this Dealership before? (circle one)    YES    NO

If yes, please give dates and position: \_\_\_\_\_

Do you have any friends or relatives working here or for one of our other companies? (circle one)    YES    NO

If yes, Name(s) and Relationship: \_\_\_\_\_

How were you referred to us: \_\_\_\_\_

Have you ever pled no contest, nolo or guilty to a crime or been convicted of a crime? (circle one)    YES    NO

Are any charges currently pending against you? (circle one)    YES    NO

Has any adjudication ever been withheld? (circle one)    YES    NO

**(NOTE: Answering "YES" to these questions does not constitute an automatic bar to employment).** If you answered YES to any of the preceding

questions, please give dates and details: \_\_\_\_\_

Do you have any commitments to any other employer which may affect your employment? (circle one)    YES    NO

If yes, explain: \_\_\_\_\_

## EDUCATION:

Education	Years Completed (circle)	School Name (& Location (City & State))	Describe Course Study or Major	Describe Specialized Experience, Training, Skills, & Extra-Curricular Activities
High School	9 10 11 12			
College / University	1 2 3 4			
Graduate / Professional	1 2 3 4			
Trade /				
Correspondence				

# PALM COAST FORD

**RELEVANT EXPERIENCE:**

Please indicate positions you have held in prior jobs:

<b>OFFICE</b> <input type="checkbox"/> Controller <input type="checkbox"/> Office Manager <input type="checkbox"/> Book-Keeper <input type="checkbox"/> Accounts Receivable <input type="checkbox"/> Accounts Payable <input type="checkbox"/> Payroll Clerk <input type="checkbox"/> Tag / Title Clerk <input type="checkbox"/> Warranty Clerk <input type="checkbox"/> Data Entry <input type="checkbox"/> Cashier	<b>SALES / LEASING</b> <input type="checkbox"/> Sales Manager (New) <input type="checkbox"/> Sales Manager (Used) <input type="checkbox"/> BDC Manager <input type="checkbox"/> Sales Person (New) <input type="checkbox"/> Sales Person (Used) <input type="checkbox"/> Leasing Manager <input type="checkbox"/> Fleet Manager <input type="checkbox"/> After Market Sales <input type="checkbox"/> Delivery	<b>SERVICE</b> <input type="checkbox"/> Service Manager <input type="checkbox"/> Service Writer / Advisor <input type="checkbox"/> Dispatcher <input type="checkbox"/> Shop Foreman <input type="checkbox"/> Mechanic / Technician <input type="checkbox"/> Helper <input type="checkbox"/> Painter <input type="checkbox"/> Get Ready / Prep <input type="checkbox"/> Body Repair <input type="checkbox"/> Estimator <input type="checkbox"/> Adjuster	<b>PARTS</b> <input type="checkbox"/> Parts Manager <input type="checkbox"/> Parts Counter <input type="checkbox"/> Parts Stocker <input type="checkbox"/> Parts Driver  <b>FINANCE</b> <input type="checkbox"/> F&I Manager <input type="checkbox"/> F&I Sales
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List any professional designations, certifications, licenses or courses that may be applicable to the position for which you are applying:

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**OTHER INFORMATION:**

Please describe any other experience that you have which would be relevant to the job for which you are applying:

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**DRIVING INFORMATION:**

Complete **ONLY** if driving is an essential function of the job for which you are applying.

Do you have a current valid driver's license? (circle one)      YES      NO

If yes, License Number: \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

If you do not have a driver's license for the state in which you currently reside, why not: \_\_\_\_\_

Has your license ever been suspended or revoked? (circle one)      YES      NO

If yes, explain: \_\_\_\_\_

Do you have personal automobile insurance? (circle one)      YES      NO

If no, explain: \_\_\_\_\_

Have you ever been denied personal automobile insurance or has it ever been terminated or suspended? YES      NO

If yes, explain: \_\_\_\_\_

Have you ever been convicted, pled guilty or pled nolo to a charge of DWI? (circle one)      YES      NO

Are any such charges currently pending against you?

If yes to either question, explain: \_\_\_\_\_

Please list all moving traffic violations in the last five (5) years:

OFFENSE	DATE	LOCATION	COMMENTS



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Ford

1150 SW Palm Coast Pkwy \* 386-447-3380 \* 1-95 to Exit 289  
Palm Coast, FL 32137

## **AUTHORIZATION**

I have read and understand the foregoing Disclosure, and authorize the Company to obtain and rely upon consumer reports or investigative consumer reports in considering me for employment and, if I am employed, in considering me for subsequent promotion, assignment, reassignment, retention, or discipline. By my signature below, I authorize the Company to obtain any such reports and to share the information received with any person involved in the employment decision about me.

I do \_\_\_\_\_ do not \_\_\_\_\_ authorize you to contact **my current** employer for Employment and Reference Verifications.

(This will authorize immediate inquiries to the Human Resources Department and to any listed supervisors or references in the Employment/Reference Section of you application).

I also agree that this disclosure and Authorization in original, faxed, photocopied, or electronic (including electronically signed) form will be valid for any consumer reports or investigative consumer reports that may be requested about me by or on behalf of the Company.

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Applicant Signature

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Date



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## PERSONAL DATA

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Middle Name

\_\_\_\_\_  
Current Address

\_\_\_\_\_  
Dates Lived Here

Address for the Past Seven Years: (include street, city, state, zip code) Dates of Residence:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Other Names Used (including maiden name)

\_\_\_\_\_  
Years Used

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Driver's License Number

\_\_\_\_\_  
State

\_\_\_\_\_  
E-mail address (may be used for official correspondence)

I have the right to make a request to **IntelliCorp Records, Inc.** upon proper identification, to request the nature and substance of all information in its files on me at the time of my request, including sources of information and the recipients of any reports on me which **IntelliCorp Records, Inc.** has previously furnished within the two year period preceding my request.

I certify that all of elements of the personal data I have provided are true, accurate and complete. I understand and agree that any omission, false statement, misleading statement, or answer made by me on my application or any supplements to it and in any interviews will be sufficient for rejection of employment and my discharge after employment.

\_\_\_\_\_  
Printed Name

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

\_\_\_\_\_  
Date



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## **DISCLOSURE AND AUTHORIZATION FORM**

**TO OBTAIN CONSUMER REPORTS FOR EMPLOYMENT PURPOSES  
(PLEASE READ CAREFULLY BEFORE SIGNING THE AUTHORIZATION)**

### **DISCLOSURE**

In considering you for employment and, if you are employed, in considering you for subsequent promotion, assignment, reassignment, retention, or discipline, **PALM COAST FORD** ("the Company") may request and rely upon one or more consumer reports or investigative consumer reports about you that we obtain from a consumer reporting agency, such as IntelliCorp Records, Inc.

For explanation purposes:

- A "consumer report" is a written, oral or other communication of any information by a consumer reporting agency bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in making an employment-related decision about you. Such information may include, for example, credit information, criminal history reports, or driving records; **and**
- An "investigative consumer report" is a consumer report in which information on your character, general reputation, personal characteristics, or mode of living is obtained through personal interviews with your prior employers, neighbors, friends, or associates, or with others who may have knowledge concerning any such items of information. In the event an investigative consumer report is requested about you, you are entitled to additional disclosures regarding the nature and scope of the investigation requested, as well as a written summary of your rights under the Fair Credit Reporting Act ("FCRA").

Under the FCRA, before the Company can obtain a consumer report or investigative consumer report about you for employment purposes, we must have your written authorization. Before we take adverse action on the basis, in whole or in part, of information in that report, you will be provided a copy of that report, the name, address, and telephone number of the consumer reporting agency, and a summary of your rights under the FCRA.

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

\_\_\_\_\_  
Date





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Of Article 23-A the New York Correction Law, which governs the employment of persons previously convicted of one or more criminal offenses.

## **ADDITIONAL NOTES:**

A. If you intend to obtain a "credit report" to be used for employment purposes, you should be aware that a number of states have enacted laws to limit the use of such reports, and other states are considering such legislation. A "credit report" is a type of consumer report that contains information on a consumer's credit worthiness, credit standing, or credit capacity. A good source of information about state law restrictions on the use of credit reports for employment purposes is:

<http://www.ncsl.org/issues-research/banking/use-of-credit-information-in-employment-2011-legis.aspx>

B. A number of states, through statutes or administrative regulations, also impose limitations on employers asking applicants about arrests and/or convictions. You should review your state's laws and regulations in this regard.

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

\_\_\_\_\_  
Date



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## **INFORMATION FOR INTELICORP CUSTOMERS ON ADDITIONAL STATE LAW REQUIREMENTS**

**DISCLAIMER: THE DISCLOSURE AND AUTHORIZATION FORM, AND THE DISCUSSION OF STATE REQUIREMENTS BELOW, ARE NOT MEANT TO PROVIDE LEGAL ADVICE OF ANY KIND. LEGAL ADVICE SHOULD BE SOUGHT FROM YOUR ATTORNEY IN CONNECTION WITH THE USE OF THESE FORMS OR THE DETERMINATION OF STATE LAW REQUIREMENTS THAT MAY BE APPLICABLE TO YOU. INTELICORP RECORDS, INC. MAKES NO CLAIMS, PROMISES OR GUARANTEES ABOUT THE ACCURACY, COMPLETENESS, OR ADEQUACY OF THE INFORMATION CONTAINED HEREIN.**

**IN ADDITION TO THE FOREGOING DISCLOSURE AND AUTHORIZATION FROM NEEDED TO COMPLY WITH THE FEDERAL FAIR CREDIT REPORTING ACT, VARIOUS STATES IMPOSE ADDITIONAL DISCLOSURE OR OTHER OBLIGATIONS ON EMPLOYERS WHEN THEY OBTAIN CONSUMER REPORTS OR INVESTIGATIVE CONSUMER REPORTS ON EMPLOYEES AND APPLICANTS.**

### **THE FOLLOWING IS A SUMMARY OF POSSIBLE STATE REQUIREMENTS**

- 1. WITH REGARD TO INDIVIDUALS WHO ARE OR WILL BE EMPLOYED IN CALIFORNIA, MINNESOTA, AND OKLAHOMA,** you should add the following language to the end of the Authorization:

\_\_\_\_\_ You may request a free copy of any consumer report or investigative consumer report we obtain on you by placing a check mark here.

- 2. WITH REGARD TO INDIVIDUALS WHO ARE OR WILL BE EMPLOYED IN CALIFORNIA:**

Under California Civil Code §§ 1786.22(a)(2) and 1786.22, the following additional disclosure should be provided before procuring a consumer report:

We will be obtaining a consumer report from [name, address, and telephone number of the consumer reporting agency]. You have the right to request from that agency, upon proper identification, the nature and substance of all information in its files on you, including the sources of information, and the recipients of any reports on you, which the agency has previously furnished within the three-year period preceding your request. You may view the file maintained on you by the agency during normal business hours. You may also obtain a copy of this file upon submitting proper identification and paying the costs of duplication services. Upon making a written request, you may receive a summary of your report via telephone.

- 3. WITH REGARD TO INDIVIDUALS WHO ARE OR WILL BE EMPLOYED IN NEW YORK:**

Under Article 25 Section 380-g of the New York General Business Law, if an employer receives a consumer report containing criminal conviction information, the employer must provide the applicant or employee who is the subject of the report, a printed or electronic copy.



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**DRUG TEST CONSENT FORM**

**Notice and Authorization for Employee Drug Testing**

As a matter of policy and to help ensure a safe work environment free of the use of illegal drugs that may impair an employee's ability to perform the essential functions of the position, Palm Coast Ford screens employees for the presence of illegal drugs. A negative drug test is a condition of continued employment at Palm Coast Ford. Furthermore, positive test findings will result in discipline, up to and including termination of employment.

A positive test result generally will disqualify you from employment or consideration from employment at Palm Coast Ford for a period of six (6) months, from the date the notice of the positive result was received.

Submitting an altered urine sample or refusing to be tested will be treated as a positive test result.

**Consent Agreement and Release of Liability**

I have read, understand, agree, and consent to Palm Coast Ford's policy as stated above.

I AUTHORIZE Palm Coast Ford's agent(s) to collect a specimen(s) of my urine for chemical analysis.

I UNDERSTAND that decisions regarding my continued employment at Palm Coast Ford may be made based on the result of this test.

I CONSENT to this test for drugs and authorize the attending physician or laboratory technician and testing laboratory to provide test results to Palm Coast Ford. In consideration for review of my continued employment, I hereby release Palm Coast Ford, its affiliates, agents, officers, managers and employees from any liability resulting from employment decisions made from the results of this test.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Employee ID#



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**CONSUMER REPORTS NOTIFICATION**

You are hereby notified that a consumer report or an investigative consumer report may be obtained from a consumer reporting agency, other agency, or directly by this employer for the purpose of evaluation you for employment, promotion, reassignment, or retention as an employee.

The report may contain information bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living from public or private record sources or through personal interviews with your neighbors, friends, associates or educational facility.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date



Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escriba 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 records). Here is a summary of your major rights under the FCRA. **For more information, including about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **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 the 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 days.

In 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](http://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](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.



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Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escriba a la Consumer Financia Protection Bureau, 1700 G Street N.W., Washington, DC 20552

## **A Summary of Your Rights Under the Fair Credit Reporting Act**

(continuation)

- **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.
- **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 seven 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 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](http://www.consumerfinance.gov/learnmore).
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free number you can call if you choose to remove your name and address from the 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.
- **Identity theft victims and active military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://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:**



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<b>TYPE OF BUSINESS</b>	<b>CONTACT</b>
<p>1. a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G. Street NW Washington, DC 20552</p> <p>b. Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877)382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>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 25 A of the Federal Reserve Act</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement &amp; Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590</p>
<p>4. Creditors Subject to Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E. Street, S.W. Washington, DC 20423</p>
<p>5. Creditors Subject to Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416</p>



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TYPE OF BUSINESS	CONTACT
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 Protection Credit Associations	Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090
9. Retailers, Finance Companies, and All Other Creditors Not Listed Above	FTC Regional Office for region in which the creditor operates <u>or</u> Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 (877)382-4357





All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website. [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

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

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State laws may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The 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. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

**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 consumer's privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 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 and promotion decisions, where the consumer has given written permission. Section 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)



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(continuation)

- 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 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. Section 604(a)(4) **and** Section 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

**B. Users Must Provide Certifications**

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

**C. Users Must Notify Consumers When Adverse Actions Are Taken**

The term "adverse action" is defined very broadly very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counter offer that is accepted by the consumer.



**1. Adverse Actions Based on Information Obtained From a CRA**

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user 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 makes a request 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 purpose 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) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes 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 Affiliates**

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 notice 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 no later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.



**D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files**

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

**E. Users Have Obligations When Notified of an Address Discrepancy**

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**F. Users Have Obligations When Disposing of Records**

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

**II CREDITORS MUST MAKE ADDITIONAL DISCLOSURES**

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations Prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").



regulations) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

**VII 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 or insurance under certain circumstances. Section 603(1), 604(c), 604(e) and 615(d). This practice is known as “prescreening” and typically involves obtaining from a CRA a list of consumers 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. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

**VIII OBLIGATIONS OF RESELLERS**

**A. Disclosure and Certification Requirements**

Section 607(e) 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.



- Identity 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.

**B. Reinvestigations by Resellers**

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

**C. Fraud Alerts and Resellers**

Section 605(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

**IX LIABILITY FOR VIOLATIONS OF THE FCRA**

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Section 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.



# **PALM COAST FORD**

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The CFPB's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), has more information about the FCRA, including publications for businesses and the full text of the FCRA.

## **Citations for FCRA sections in the U.S. Code, 15 U.S.C. §§ 1681 et seq.:**

Section 602	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681cA	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681cB	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y