



Instructions for Washington Agreement

DATALINK SERVICES, INC. is required to have on file, a signed agreement from any company ordering records from Washington.

Washington Service Agreement is a one-time agreement between your company and Datalink Services, Inc. It will alleviate you from sending a driver release form each time a driving record is ordered. (The driver release must be retained in your files as long as you have a business relationship with the driver.)

Please read the information below carefully. Each company requesting Driving Reports from the Washington State Department of Licensing is required to submit this.

- Fill out the form in its entirety.
- Information requested is on the Company requesting the information.
- Sign and date the form in the spaces provided.
- Fax or mail to:

Datalink Services

PO Box 163355

Sacramento, CA 95816

Fax: 866-790-5246

Subscriber Acknowledgement – Washington (Employment)

This Subscriber Acknowledgment is being executed in connection with the execution of the Master Agreement for Consumer Reporting and Ancillary Services between _____ (“**Subscriber**”) and Datalink Services, Inc. (“**Datalink**”) dated _____ (the “**Agreement**”). The terms and conditions contained in this Subscriber Acknowledgement are in addition to those terms and conditions found in the Agreement.

1. Subscriber hereby certifies:
 - A. That Subscriber is an employer or prospective employer.
 - B. Datalink is obtaining Services at the request of Subscriber.
 - C. That abstracts of driver records shall be used exclusively to determine whether an employee or prospective employee should be employed to operate a school bus, commercial vehicle or for employment purposes related to driving by an individual as a condition of that individual’s employment upon the public highways, or otherwise at the direction of the employer or organization, and shall not divulge any information contained in it to a third party. A commercial vehicle is defined as any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals, or passengers for hire as defined in RCW 46.04.140, and commercial motor vehicles as defined in Chapter 46.25 RCW.
 - D. That the information contained in the abstracts of driver records obtained from the Department shall be used in accordance with the requirements and in no way violate the provisions of RCW 46.52.130.
2. Subscriber, at the request of the Department (as defined below) whether directly, or through Datalink, must provide access to all Washington records, including request logs, retained in connection with the Agreement for including, but not limited to, its review, inspection, and right to copy. Such records must be retained for a period of at least three (3) years. Such records must be made available for inspection and review in a non-redacted form regardless of any claim of privilege or confidentiality. Further, the Department may request copies at no cost to the Department.
3. Subscriber agrees to, and shall, indemnify and hold harmless the State of Washington, Department of Licensing (the “Department”), the Director of the Department and all Department employees from any and all suits at law or equity, and from any and all claims, demands or loss of any nature, including but not limited to all costs and attorney’s fees, arising from any incorrect or improper disclosure of individual names or addresses under this “Acknowledgement;” any defects in any of Subscriber’s procedures followed or omitted or arising from the failure of Subscriber or its officers, employees, customers, contractors or agents to fulfill any of its obligations under this Acknowledgement; or arising in any manner from any negligent act or omission by Subscriber or its officers, employees, customers, contractors or agents.

Acknowledged:

Subscriber Name

By: _____
Subscriber Representative

Name and Title of Signer (please print)