



**TERMS AND CONDITIONS FOR  
VISITOR BACKGROUND CHECK AND ID SERVICE**

**NOTICE**

PLEASE READ THIS AGREEMENT CAREFULLY. BY SIGNING THE BOTTOM OF THIS FORM, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH BELOW.

This Agreement is entered between **Barr Security LLC** and the following School or School

District: \_\_\_\_\_, located at

\_\_\_\_\_, that will herein be

referred to as THE SCHOOL. This agreement was presented to THE SCHOOL by Barr

Security's authorized manufacturer's

representative: \_\_\_\_\_ and their employee;

\_\_\_\_\_.

**ARTICLE 1: COPYRIGHT AND TRADEMARKS**

**COPYRIGHT 2007 Barr Security LLC ALL RIGHTS RESERVED.**

Copyright in the pages and in the screens displaying the pages, and in the information and material therein and in their arrangement, is owned by Barr Security LLC unless otherwise indicated.

**TRADEMARKS**

Payschoolfees.com and barrsecurity.com are trademarks used by Barr Security LLC in connection with the services identified in the barrsecurity.com website.

**ARTICLE 2: AGREEMENTS**

**Barr Security LLC** and **THE SCHOOL** agree to the following items:

1. Barr Security LLC will provide an online service that allows customers, such as, but not limited to, parents, legal guardians, family members, and other volunteers to purchase a Background Check and Identification Card online through its barrsecurity.com website.
2. Barr Security LLC will monitor, maintain, and support this online service and its customers.
3. Barr Security LLC will receive payment from the customer for this service.
4. The School agrees to purchase and utilize the Barr Security Software Package that will electronically partner with the online service. This Package will include the necessary software and hardware accessories for printing and scanning the Identification Cards purchased by the customer online.
5. The School agrees to take whatever necessary processes to ensure that the Identification Card is provided to the appropriate person or persons who purchased it from Barr Security LLC and its websites.
6. The School understands and agrees that ultimately it is the responsibility of its staff members to monitor and control who accesses their facilities and student population.

**PROFIT SHARING AGREEMENT**

Barr Security LLC agrees to pay 50% of the gross amount from each “Background Check and ID Card” sale to THE SCHOOL.

Barr Security LLC agrees to electronically deposit THE SCHOOL’S portion from “Background Check and ID Card” sales at pre-determined intervals into the bank account provided below.

If THE SCHOOL has any financial debt to Barr Security LLC for services or equipment provided to THE SCHOOL, this debt must be paid in full either by THE SCHOOL or by THE SCHOOL’S portion of “Background Check and ID Card” sales.

**BANK ACCOUNT INFORMATION FOR THE SCHOOL**

Please fill out this portion completely and accurately.

Bank Name: \_\_\_\_\_

Bank Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Account Routing/Transit Number: \_\_\_\_\_

Account Number: \_\_\_\_\_

**ARTICLE 3: ALTERATIONS, ADMENDMENTS, AND CHANGES**

**ALTERATIONS AND ADMENDMENTS**

These Terms and Conditions and Agreements, applicable fees and charges may be altered or amended by Barr Security LLC from time to time. In such event, Barr Security LLC agrees to send notice to THE SCHOOL at the address as it appears above. Any use of this service after Barr Security LLC sends you a notice of change will constitute your agreement to such change(s). Further, Barr Security LLC may, from time to time revise or update the programs, services, and/or related material, which may render all such prior versions obsolete. Consequently, Barr

Security LLC reserves the right to terminate this agreement as to all such prior versions of the programs, services, and/or related material and limit access to Barr Security LLC'S more recent versions and updates.

#### **ADDRESS OR BANKING CHANGES**

THE SCHOOL agrees to promptly notify in writing Barr Security LLC of any address change. Additionally, THE SCHOOL agrees to notify Barr Security LLC in writing at least ten (10) business days in advance of any change in your payment account or your banking status.

#### **ARTICLE 4: LIABILITY AND DISCLOSURE**

##### **LIABILITY FOR Barr Security LLC**

Liability for Failure to Make Deposits - If Barr Security LLC does not complete a deposit to your account on time or in the correct amount according to our agreement with THE SCHOOL, Barr Security LLC will be liable for your losses or damages. However, there are some exceptions. Barr Security LLC will NOT be liable, for instance: (1) If the system was not working properly and you knew about the breakdown before hand. (2) If circumstances beyond our control (such as fire or flood) prevent the deposit, despite reasonable precautions we have taken. (3) There may be other exceptions stated in our agreement with you.

##### **DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES**

Barr Security LLC will disclose information to third parties about THE SCHOOL'S account, or the transfers made, only in the following situations:

- Where it is necessary for completing transfers; or
- In order to comply with a governmental agency or court orders; or
- If you give us your written permission.

#### **ARTICLE 5: DISPUTES AND ERROR RESOLUTION**

##### **DISPUTES**

In the event of a dispute regarding this service, THE SCHOOL and Barr Security LLC agree to resolve the dispute by looking to this Agreement. You agree that this Agreement is the complete and exclusive statement of the agreement between THE SCHOOL and Barr Security LLC, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and Barr Security LLC relating to the subject matter of this Agreement. If there is a conflict between what an employee of Barr Security LLC or the Customer Service Department says and the terms of this Agreement, the terms of this Agreement will prevail. In the unlikely event that a credit card payment is denied after a payment has been made to the school, Barr Security LLC will try to resolve the issue with the cardholder. If Barr Security LLC is unable to resolve the issue with the cardholder, payment may be withheld to the school to recover the disputed amount.

##### **WAIVER**

Barr Security LLC shall not be deemed to have waived any of its rights or remedies here under unless such waiver is in writing and signed by a valid representative of Barr Security LLC No

delay or omission on the part of Barr Security LLC in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

**GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflicts of law's provisions.

AUTHORIZATION: THE FOLLOWING REPRESENTATIVE OF THE SCHOOL CERTIFIES THAT HE OR SHE HAS READ, UNDERSTANDS AND AGREES THAT THE SCHOOL BE BOUND BY ALL OF THE TERMS, CONDITIONS AND DISCLOSURES INDICATED IN THIS AGREEMENT AND AS SET FORTH ON THE PREVIOUS PAGES OR SCREENS. THE REPRESENTATIVE OF THE SCHOOL UNDERSTANDS AND AGREES THAT BY HIS OR HER SIGNATURE, THE SCHOOL IS AGREEING TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. THE REPRESENTATIVE OF THE SCHOOL HEREBY STATES THAT THE INFORMATION PROVIDED WAS ACCURATE TO THE BEST OF HIS OR HER KNOWLEDGE. THE REPRESENTATIVE OF THE SCHOOL UNDERSTANDS AND AGREES THAT THE TERMS ARE SUBJECT TO CHANGE AS PROVIDED IN THIS AGREEMENT, AND FURTHER CERTIFIES THAT HE OR SHE HAS FULL RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND TO BIND THE SCHOOL TO THE TERMS AND CONDITIONS HEREOF AND TO THE PERFORMANCE OF THIS AGREEMENT IN ACCORDANCE WITH ITS RESPECTIVE TERMS. TO ENTER INTO THIS AGREEMENT THE SCHOOL MUST AGREE TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH ABOVE.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Title: \_\_\_\_\_

<p>Barr Security LLC 5042 Groveland Terrace Naples FL 34119 Toll Free: 1- 866-892-1059 Business Hours: Monday – Friday 8:00 AM – 5:00 PM (Eastern Time)</p>
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