

# Pre-Employment Background Check Agreement

## Delivery Address For Reports

Company Name: \_\_\_\_\_ Attention: \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ Please return reports via:  Fax  USPS  E-mail

## Terms of User Agreement

This agreement by and between Totally Confidential Investigations Inc. and the Company/Individual named above on this page (User) and/or it's designated agent(s) shall consist of the following understandings and conditions.

### **Users agrees to:**

1. Accept responsibility for using information provided by Totally Confidential Investigations (Consumer Reports) in accordance with the Fair Credit Reporting Act (FCRA), Public Law 91-508 and the Americans with Disabilities Act (ADA1990).
2. Be aware that some states have stricter "Human Rights" and ADA based statues in force for employers. Compliance with these laws are the responsibility of the User.
3. Obtain a proper release and authorization from each job applicant.
4. Recognize that information is obtained and managed by fallible sources, and that for the fee charged, Totally Confidential Investigations cannot guarantee or insure the accuracy or the depth of information provided.
5. The fact that Totally Confidential Investigations' employees are not allowed to render any opinions regarding information contained in a consumer report. Hiring decisions or any actions must be based on User policies and procedures.
6. Give the Applicant Totally Confidential Investigations' telephone number and address if information provided in a consumer report is responsible for suspension or termination of the application process.
7. Use the service for employment purposes only!
8. Pay for services in advance.
9. Assume responsibility for the final verification of the applicant's identity.
10. Provide Totally Confidential Investigations with a copy of the applicant's employment application or resume listing name, current address, telephone number, previous employers personal references, education, professional license (s), etc.
11. User shall indemnify, defend and hold harmless Totally Confidential Investigations and its employees from and against any and all cost and liabilities which may be asserted against Totally Confidential Investigations based on User's use of information furnished by Totally Confidential Investigations.
12. Acknowledge that a facsimile of this agreement is as valid as an original.
13. Acknowledge that a signature below indicates that you have received the Pre-Employment Fact Sheet.

### **Totally Confidential Investigations Inc. agrees to:**

1. Follow reasonable quality assurance procedures to assure maximum possible accuracy of information.
2. Re-verify at no cost when a User makes a request by telephone or the subject makes a request in writing. Totally Confidential Investigations response shall be made in writing and delivered in a timely manner.
3. Maintain consumer report information and transaction detail for a minimum of two years. During an inquiry, the subject of the report has the right to learn the name of the User ordering information and has the right to be informed of the substance of the report ordered by the User when a written request is made to Totally Confidential Investigations.
4. Provide the consumer information in compliance with the Fair Credit Reporting Act.
5. Maintain confidentiality of its data acquisition and verification methodology and Totally Confidential Investigations may, at its sole discretion, terminate service to any User.

User certifies that the "Terms for User Agreement" on this page have been read and agrees to the terms as written.

User Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_