

**BACKGROUND INVESTIGATION AGREEMENT  
(END USER AGREEMENT)**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is hereby entered into between “SOS INTERNATIONAL”, and \_\_\_\_\_ (Client).

- 1. Background:** SOS INTERNATIONAL is a New Mexico Corporation engaged in the business of private investigations. As part of this business, SOS INTERNATIONAL conducts investigations for employers into the backgrounds of their current employees and prospective employees. From time to time, SOS INTERNATIONAL will conduct such investigations for Client. SOS INTERNATIONAL does not determine, recommend, or evaluate the fitness of any investigation subject for retention or employment. SOS INTERNATIONAL provides a research service only.
- 2. Agency:** SOS INTERNATIONAL is an independent contractor with all the rights, privileges, and responsibilities therefor conferred. Notwithstanding the above, Client hereby creates a limited agency allowing SOS INTERNATIONAL to act on Client’s behalf for the following limited purposes:

  - Accessing Consumer Reports (Credit Reports)
  - Accessing driver’s records
  - Accessing other records where the right of access is limited to an employer; and anyone bearing an authorization of information
  - Accessing public records.
- 3. Certification of Purpose:** Client certifies, by the signature of its authorized representative below, that requests for inquiries concerning an individual’s credit history or record shall be made for employment purposes, including hiring and promotion decisions, where the current or prospective employee has given written authorization and for no other purpose.
- 4. Certification of Compliance with the Federal Fair Credit Reporting Act:** Client certifies that:

  - A. A clear and conspicuous disclosure will be made to all current or prospective employees, in a written document that consists solely of such disclosure, that a Consumer Report may be obtained for employment purposes;
  - B. The current or prospective employee will authorize in writing the procurement of the Consumer Report by Client;
  - C. Information from any Consumer Reports provided to Client will not be used in violation of any applicable federal or state equal employment opportunity law or regulations; and
  - D. Client (end user) shall use the Consumer Report for employment purposes only for a one time use, and shall hold the report in strict confidence, and not disclose it to any third party that are not involved in the employment decision.
  - E. Client (end user) will maintain copies of all written authorizations for a minimum of five years from the date of inquiry.
  - F. Client (end user) will provide a copy of the consumer report and the summary of the consumer’s rights to the current or prospective employee before taking any adverse action, including a failure to hire a prospective employee or retain a current employee based in whole or in part on information contained in the consumer report.
- 5. Disclosure:** Client agrees to keep any information provided by SOS INTERNATIONAL completely confidential, except as required in Paragraph 4D above. Further, Client specifically agrees to keep the contents of any Consumer Report confidential, except as required in Paragraph 4D above. Client agrees to indemnify SOS INTERNATIONAL for any costs, moneys, and damages, including attorney’s fees, that may accrue to SOS INTERNATIONAL based on Client’s failure to comply with this confidentiality clause, regardless of whether Client is in any way at fault. This agreement to indemnify does not limit any other indemnification clauses in this agreement.
- 6. Term:** This Agreement is effective until canceled, in writing, by either party.
- 7. Payment:** Payment required under this Agreement will be made either in cash or by company check. All invoices are due and payable upon receipt. Interest will be assessed at the rate of 1.5% (one point five percent) per month on any unpaid balance after 30 days.
- 8. Indemnification:** Client agrees to indemnify, hold harmless and defend SOS INTERNATIONAL from and against any claim asserted by Client’s employees, prospective employees, or others as a result of Client’s misuse of information provided by SOS INTERNATIONAL or as a result of Client’s failure to comply with any state or federal law including, but not limited to, the requirements of the Federal Fair Credit Reporting Act, including costs and attorney’s fees necessary to defend against any such claims.
- 9. Modification:** This Agreement may not be modified except in writing, signed by each party.
- 10. Addendum:** Any duly constituted addendum to this Agreement shall be incorporated as part of this Agreement, but only if it is signed by each party.
- 11. Severability:** If any portion of this agreement is found to be unlawful or invalid, the remainder of the Agreement will remain in full effect.
- 12. Remedy:** In the event that either party under this Agreement fails to perform any obligation, due under the terms of this contract, the non-breaching party may pursue any legal remedy at law or equity, including the right to specific performance. Further, if it becomes necessary for either party to file suit or take other legal action to enforce the terms or obligations under this Agreement, the prevailing party in such action shall have the right to have a reasonable amount of money awarded for attorney’s fees and costs included in any judgment or decree rendered on such action.

This contract is not valid until acceptance by SOS INTERNATIONAL management.

_____	_____	_____
Client/Officer	Company	Date
_____	_____	
SOS INTERNATIONAL Manager	Date	



# SOS International

SOS INTERNATIONAL

**CONTACT & BILLING SHEET  
SOS INTERNATIONAL SCREENING SERVICES**

CUSTOMER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY STATE ZIP \_\_\_\_\_

PHONE \_\_\_\_\_ WK \_\_\_\_\_ FAX \_\_\_\_\_

NATURE OF BUSINESS \_\_\_\_\_

CORP. ID OR SSN \_\_\_\_\_

PRIMARY CONTACT \_\_\_\_\_

POSITION \_\_\_\_\_

OTHER AUTHORIZED USERS \_\_\_\_\_

BILLING ADDRESS \_\_\_\_\_

BANK NAME \_\_\_\_\_

BRANCH \_\_\_\_\_ PHONE # \_\_\_\_\_

HOW WOULD YOU LIKE TO RECEIVE RESULTS? (circle one)

**FAX                      CALL THEN MAIL                      JUST MAIL                      EMAIL (list e mail address)**

PRE ADVERSE ACTION NOTICE

Date

Dear: \_\_\_\_\_

As we recently apprised you, as part of its employment process, \_\_\_\_\_ obtains or asks others on its behalf to obtain, consumer reports regarding applicants. These reports assist us in evaluating individuals for employment with \_\_\_\_\_.

We are enclosing a copy of the consumer report we obtained in conjunction with your consideration for employment; we are also enclosing a copy of an information sheet summarizing your rights under the Fair Credit Reporting Act. We have or will be completing our review of your application within the next few days, and may take action based on the enclosed report.

If you have any questions on the enclosed report, please contact the company listed below.

Consumer Report from:

SOS International

PO Box 10767

Albuquerque NM 87184

Thank you again for considering employment with \_\_\_\_\_.

Sincerely

## **FINAL ADVERSE ACTION NOTICE**

Date  
Applicants Name  
Applicants Address

Dear Applicant,

Thank you for your recent application for employment. We regret that we are unable to offer you employment at this time. The decision was based in part or in whole on the information obtained from the Consumer Reporting Agency (CRA) listed below. The CRA did not make the decision to take an adverse action and is unable to provide you with specific reason why an adverse action was taken.

Under the FCRA if you act within 60 days of receiving this notice, you have the right to dispute the accuracy and/or any information provided therein by contacting the CRA listed below.

Under the FCRA as prescribed by the FTC, if you act within 60 days within receiving this notice, you also have the right for a free copy of the Consumer Report by contacting Trans Union.

Sincerely,

Client

*Consumer Reporting Agency*

SOS INTERNATIONAL  
PO BOX 10767  
ALBUQUERQUE, NM 87184  
505 890 0537



# SOS International

PO Box 10767  
Albuquerque, NM 87184  
505-890-0537  
Sosbackgrounds.com

## AUTHORIZATION FOR RELEASE OF INFORMATION/ CONSUMER REPORT CONSENT (EMPLOYMENT)

I, \_\_\_\_\_, acknowledge that \_\_\_\_\_(company) with whom I am employed, or to whom I have submitted an employment application, has advised me that the information requested below concerning my background is required to assist the Company in making an employment determination. The information developed and this document also may be used in determining my qualifications for future assignments and/or retention.

I hereby authorize the Company, its agents, or designated representatives bearing this document, or a copy hereof, to obtain information relating to my educational, credit, employment, and criminal history background from any law enforcement, criminal justice, or other government agencies, employers, ex-employers, and individual persons. Any and all agencies, organizations, institutions, governmental bodies, companies or individuals are released from any liability for providing this information.

Furthermore, I hereby release any individual of the Company to include, but not limited to, record custodians, directors, agents, employees or any other authorized representatives of the Company from any and all liability for damages of whatever kind and nature, which may at any time accrue to me on account of (1) reliance by such persons on the information submitted in my employment application; (2) reliance by such persons on the information obtained pursuant to this authorization; (3) compliance with, or any attempts to comply with, this authorization; and (4) termination of my employment, if commenced, based upon information developed pursuant to this authorization.

I hereby certify that all statements and answers set forth on my application are true and complete to the best of my knowledge, and I understand that subsequent to employment if any such statements and/or answers are found false or that information has been intentionally omitted, such false statements or omissions will be just cause for termination of my employment.

I hereby acknowledge that I have read and understand the Federal Fair Credit Reporting Act Consumer Report Disclosure-Pre Adverse Action regarding the obtaining of a Consumer Report about me from a Consumer Reporting Agency. I hereby authorize the Company to obtain Consumer Reports from Consumer Reporting Agencies to aid in its determination of whether to hire or continue to employ me. I understand that I have certain rights under the Fair Credit Reporting Act, as disclosed in the Disclosure, and that I can receive further information regarding my rights by contacting the Federal Trade Commission.

I hereby certify that I have read and understand the foregoing.

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

Other Names Used/Alias's \_\_\_\_\_

Date of Birth: \_\_\_\_\_ SSN: \_\_\_\_\_

Drivers License Number \_\_\_\_\_ State Issued \_\_\_\_\_

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

States of residency for past 10 years \_\_\_ / \_\_\_ / \_\_\_ / \_\_\_ / \_\_\_ / \_\_\_

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

EMPLOYER USE ONLY:

Package Requested \_\_\_\_\_ Other Items Requested \_\_\_\_\_

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

The Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every “consumer reporting agency” (CRA). Most CRAs are credit bureaus that gather and sell information about you -- such as where you work and live, if you pay your bills on time, and whether you’ve been sued, arrested, or filed for bankruptcy -- to creditors, employers, and other businesses. The FCRA gives you specific rights in dealing with CRAs, and requires them to provide you with a summary of these rights as listed below. You can find the complete text of the FCRA, 15 U.S.C. 1681 et. seq., at the Federal Trade Commission’s web site (<http://www.ftc.gov>).

- ◆ **You must be told information in your file has been used against you.** Anyone who uses information from a CRA to take action against you -- such as denying an application for credit, insurance, or employment -- must give you the name, address, and phone number of the CRA that provided the report.
- ◆ **You can find out what is in your file.** A CRA must give you all the information in your file, and a list of everyone who has requested it recently. However, you are not entitled to a “risk score” or a “credit score” that is based on information in your file. There is no charge for the report if your application was denied because of information supplied by the CRA, and if you request the report within 60 days of receiving the denial notice. You are also entitled to one free report a year if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you a fee of up to eight dollars.
- ◆ **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must reinvestigate the items (usually within 30 days) unless your dispute is frivolous. The CRA must pass along to its source all relevant information you provided. The CRA also must supply you with written results of the investigation and a copy of your report, if it has changed. If an item is altered or deleted because you dispute it, the CRA cannot place it back in your file unless the source of the information verifies its accuracy and completeness, and the CRA provides you a written notice that includes the name, address and phone number of the source.
- ◆ **Inaccurate information must be deleted.** A CRA must remove inaccurate information from its files, usually within 30 days after you dispute its accuracy. The largest credit bureaus must notify other national CRAs if items are altered or deleted. However, the CRA is not required to remove data from your file that is accurate unless it is outdated or cannot be verified.
- ◆ **You can dispute inaccurate items with the source of the information.** If you tell anyone -- such as a creditor who reports to a CRA -- that you dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you’ve notified the source of the error in writing, they may not continue to report it if it is in fact an error.
- ◆ **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- ◆ **Access to your file is limited.** A CRA may provide information about you only to those who have a need recognized by the FCRA -- usually to consider an application you have submitted to a creditor, insurer, employer, landlord, or other business.
- ◆ **Your consent is required for reports that are provided to employers or that contain medical information.** A CRA may not report your employer, or prospective employer, about you without your written consent. A CRA may not divulge medical information about you without your permission.
- ◆ **You can stop a CRA from including you on lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll-free number for you to call and tell the CRA if you want your name and address excluded from future lists or offers. If you notify the CRA through the toll-free number, it must keep you off the lists for two years. If you request and complete the CRA form provided for this purpose, you can have your name and address removed indefinitely.
- ◆ **You may seek damages from violators.** You may sue a CRA or other party, in state or federal court for violations of the FCRA. If you win, the defendant may have to pay damages and reimburse you for attorney fees. If you lose and the court specifically finds you sued in bad faith, you or your attorney may have to pay the defendant’s fees.

You may have additional rights under state law. You may wish to contact a state or local consumer protection agency or a state attorney general to learn those rights.

If you have questions or believe your file contains errors, call SOS INTERNATIONAL at 505 890 0537.



The FCRA gives several different federal agencies authority to enforce the FCRA:

FOR QUESTIONS OR CONCERNS REGARDING	PLEASE CONTACT:
CRA's, creditors and others not listed below	Federal Trade Commission Bureau of Consumer Protection - FCRA Washington, D.C. 20580 202-326-3761
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6- 6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervision Consumer Programs Washington, DC 20552 800-842-6929
Federal Credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-318-6360
Banks that are state-chartered, or are not Federal Reserve System members	Federal Deposit Insurance Corporation Division of Compliance & Consumer Affairs Washington, DC 20429 800-934-FDIC
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board of Interstate Commerce Commission	Department of Transportation Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051