

# BackTrack

## The right employment screening partner

WELCOME! We would like to introduce you to BackTrack, Inc. You can have a complete brochure and information on all of our services at your fingertips by visiting our website at [www.backtracker.com](http://www.backtracker.com).

At BackTrack, protecting confidential consumer/applicant information is our highest priority. Because of this, we have adopted the same policy as the national credit bureaus to verify that the companies we work with are legitimate business entities with a legal and permissible purpose to obtain the information we provide. This policy includes verifying your business checking account, contacting business references, and performing a site inspection at your facility. While these measures may seem extreme, we believe that they are a necessary precaution to reduce the increasing incidence of identity theft. The cost for the site inspection and account verification is a one-time fee of \$75.00. This will appear on your first invoice.

**PLEASE READ AND ANSWER THE FOLLOWING QUESTIONS. PLEASE FAX OR EMAIL ALL OF THESE PAGES ONLY WITH OR PRECEDING YOUR FIRST ORDER TO:  
Barbara Raddatz, BackTrack, Inc. Fax: 440-205-8355 or Email [bti@backtracker.com](mailto:bti@backtracker.com)**

**\*\*PLEASE PRINT\*\***

**BackTrack Client Profile**

**Company Information:**

Company Name:
Address:
City, State, Zip:
Phone: (    )
Fax: (    )
Division Number:

**Invoice Information:**

Contact Name:
Title:
Email:
Address:
City, State, Zip:
Phone: (    )
Fax: (    )

**Authorized Personnel\* (list all persons ordering background screens from your division):**

Contact Name:
Title:
Address:
City, State, Zip:
Phone: (    )
Fax: (    )
Email:

Contact Name:
Title:
Address:
City, State, Zip:
Phone: (    )
Fax: (    )
Email:

\* If additional Contacts are required, please list on a separate page.

**Your BackTrack Sales Representative:**

Name:

**If you don't have a Sales Representative, how did you hear about BackTrack?**


# BackTrack

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RETURN PAGES 1 AND 2

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## BackTrack Client Profile

<b>For your standard practices, which services will you be ordering? Please indicate which package or services you will most often order.</b>	
May we say we represent you as our client?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Will you be providing a date of birth?	<input type="checkbox"/> YES <input type="checkbox"/> NO
May we contact the applicant for any clarification of provided information? <b>Please Note:</b> There will be a one time fee of \$4.00 per applicant called.	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> OTHER _____
What level of education do you want verified?	<input type="checkbox"/> All Completed Degrees and Diploma <input type="checkbox"/> High School Diploma /GED <input type="checkbox"/> Highest Completed College Degree <input type="checkbox"/> College Enrollment/Attendance Dates with No Degree <b>**Each education verification is a separate charge**</b>
We will e-mail you a user name and password to retrieve the reports via our on-line system. How would you like to be informed?	<input type="checkbox"/> When the report is complete <input type="checkbox"/> Each time a report is updated
Our policy is to never call current employment, without your applicant saying YES and it is so noted on our release. Is it agreeable to you that we call current employment if applicant said "YES?"	<input type="checkbox"/> YES <input type="checkbox"/> NO
Approximate number of applicants you anticipate to screen each month?	
Many times applicants have lived in more than one county. Industry standards are to search for the past seven years. May we do more than one county search? <b>(Each additional search will be billed as an additional charge.)</b>	<input type="checkbox"/> YES, Maximum # counties _____ <input type="checkbox"/> NO
How will you request background screens from BackTrack? A Customer Service Representative will contact you to confirm and review your specific handling instructions.	<input type="checkbox"/> E-mail <input type="checkbox"/> Online Ordering <input type="checkbox"/> Fax <input type="checkbox"/> Software Integration
Name of person completing Client Profile	

1. Locate the 5 page Notice and Acknowledgment Authorization Release on the BackTrack website and download, or call BackTrack to get the Notice and Acknowledgment Authorization Release emailed or faxed to you. Fill in your own Employer Information section (indicating who is ordering this employment screen), and then make numerous copies of this to be ready for all new hires. Have your applicant fill in ALL the requested information and SIGN the release. If you have several people ordering, you may want each authorized person to make up his/her own Release Authorization form.
2. After the applicant has signed the Notice and Acknowledgment Authorization Release, fill in the services requested section. The applicant will retain the last 3 pages.  
**FAX the first 2 pages of the Notice and Acknowledgment Authorization Release(s) along with the application and resume to BackTrack, Inc., @ (440) 205-8355.**
3. DATE OF BIRTH HOTLINE OR DOB EMAIL – Please see page 3 for the instructions on using the Date of Birth Hotline. **Please Note:** If you instruct the applicants to use our date of birth hotline and we do not need to contact them for any additional information, there will NOT be a \$4.00 per applicant contact fee added to your invoice for this service.
4. After sending us all the set-up information and first applicant we will email you instructions and a password to enable you to retrieve the report via the web.
5. Reports are usually complete within 2-3 business days, depending on when we receive your request.
6. A 24 Hour RUSH order is available at an additional \$27 charge - all available information (usually except criminal results) will be sent to you within a 24 hour period.

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 Visit our website at: [www.backtracker.com](http://www.backtracker.com) or email us at: [bti@backtracker.com](mailto:bti@backtracker.com)

# BackTrack

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COPY FOR CLIENT

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BackTrack Date of Birth Hotline

Our company works with BackTrack, Inc., an employment screening company to provide background checks on individuals applying for positions with our company.

To proceed with the background screening process, additional information is needed by our background screening company for identification purposes only and will NOT be released to our company. Please either contact the following toll free telephone number or send an email to the address provided below. Be prepared to supply the following information.

Please call 1-800-991-9694 ext. 246

- **Please be sure to speak slowly and clearly when leaving this information. Please also spell your name.**
- **This phone line is accessible 24 hours a day, seven days a week.**
- **All information is strictly confidential and password protected.**

-OR-

email to [DOB@backtracker.com](mailto:DOB@backtracker.com)

Whichever method you choose to contact BackTrack, please provide:

- **The name of the company that you are applying with**
- **Full Name (including maiden or other names which appear on your academic or employment records)**
- **Social Security Number**
- **Date of Birth**

\*\*\*Please contact the hotline as soon as possible, as delays in accessing information may delay the hiring process.\*\*\*

At BackTrack, protecting confidential consumer/applicant information is our highest priority. Because of this, we have adopted the same policy as the national credit bureaus to verify that the companies we work with are legitimate business entities with a legal and permissible purpose to obtain the information we provide. This policy includes verifying your business checking account, contacting business references, and performing a site inspection at your facility. While these measures may seem extreme, we believe that they are a necessary precaution to reduce the increasing incidence of identity theft. The cost for the site inspection and account verification is a one-time fee of \$75.00. This will appear on your first invoice.

### CLIENT INFORMATION

Important: All information must be completed in its entirety. Print clearly and legibly to help assure accurate and timely processing. This information is required by The Fair Credit Reporting Act.

**Company Name, Date, etc.**

Company Name	
Date of Application	Indicate One: <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Owner <input type="checkbox"/> Nonprofit <input type="checkbox"/> Corporation
If Corporation, in what state?	Corporation Number
Other Business Name(s)	

**Company Physical Address**

Street Address (not P.O. Box)			
City	State	Zip	How long?
Phone ( )		Fax ( )	
Previous Address			
City	State	Zip	How long?
Do you own or lease the building in which you are located? <input type="checkbox"/> Own <input type="checkbox"/> Lease			

**Affiliated/Parent Company Information**

Affiliated Parent Company	
Contact Name	Title
Address	Phone ( )
City	State
Zip	
Do you use credit profiles/reports for more than one business or branch of your organization? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please attach a complete list including addresses and names of managers of those businesses or branches that will be requesting Credit Profile reports.	

**Business Information**

Type of business	Years in Business
Services rendered/products sold	
Number of Employees	Estimated monthly inquiries
Do you have a Business License? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, Type of Business License held	
Issuing Agency	License #

**Permissible Purpose Information**

Describe the specific purpose for which credit information will be used. Please be specific (e.g. pre-employment or for continued employment purposes).


**Bank Reference** (Name of bank which maintains your business checking account)

Bank Name		
Business Checking Account Number		Phone (     )
Address		
City	State	Zip

**Business Credit References** (Name two businesses with which you have a relationship.)

Company Name	Type of Business	
Contact Name	Phone (     )	
Street Address (not P.O. Box)		
City	State	Zip
Company Name	Type of Business	
Contact Name	Phone (     )	
Street Address (not P.O. Box)		
City	State	Zip

**Principal of the Company**

I certify that the above statements are accurate.
Principal
Title/Position

All replications of this CLIENT INFORMATION APPLICATION shall be deemed an original. Initial Here \_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Type or Print Name and Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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## BACKTRACK CLIENT USER AGREEMENT FOR SERVICE

**This Client User Agreement (“Agreement”) is made and entered into by and between BackTrack, Inc. (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents) (jointly, “BackTrack”) and \_\_\_\_\_ (its parent, subsidiaries, predecessors, successors, affiliates, directors, officers, fiduciaries, insurers, employees and agents) (jointly “Client”). This Agreement shall be effective on the date of last signature below (the “Effective Date”).**

1. In conformity with Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, Client hereby certifies that all of its orders for information products from BackTrack shall be made, and the resulting reports shall be used, exclusively for employment purposes including evaluating a consumer for employment, promotion, reassignment or retention as an employee, where the consumer has given prior written permission or at the written direction of the consumer to whom it relates.
2. All information requested by Client is for Client’s exclusive use. Client will take reasonable steps to ensure that all information provided by BackTrack will be held in strict confidence and will be kept confidential, except to the extent that law requires disclosure to others or as specifically authorized by the consumer. Only Client’s designated representatives will request information from BackTrack.
3. Client and specifically those employees of client having access to applicant/employee information and consumer report/investigative consumer reports, will familiarize themselves with the Fair Credit Reporting Act (FCRA), Gramm-Leach Bliley Act (GLB Act), the Drivers Privacy Protection Act (DPPA), and other applicable federal and state law, to understand the limitations placed on the acquisition or use of consumer report/investigative consumer reports and related information. For Client’s convenience, BackTrack makes available a copy of the FCRA, GLB and DPPA on its website ([www.backtracker.com](http://www.backtracker.com)). However, BackTrack does not guarantee Client’s compliance with all applicable laws in its use of reported information, and does not provide legal or other compliance related services upon which Client may rely in connection with its furnishing of reports. Client understands that any documents, information, conversations or communications with any representative of BackTrack regarding searches, verifications or other services offered by BackTrack or use of such information by Client are not to be considered legal counsel or legal opinion. Client agrees that it will consult with its own legal or other counsel regarding the obtainment and use of background screening information, including but not limited to, the legality of using or relying on reported information. Client accepts full responsibility for complying with all applicable laws and for using the information products it receives from BackTrack in a legally acceptable fashion. Client further accepts full responsibility for any and all consequences of use and/or dissemination of those products.
4. Client must protect its On-Line Retrieval Site password so that only key personnel know this sensitive information. Unauthorized persons should never have knowledge of Client’s password. Client agrees not to post the password information in any manner within its facility. Client also agrees to take reasonable measures to protect personal identification information, such as social security numbers and dates of birth. Client certifies that it will retain any information it receives from BackTrack for a period of five years from the date the report was received. In compliance with the FTC’s Disposal Rule of June 1, 2005, Client will establish and abide by disposal procedures to prevent the unauthorized access to or use of information in a consumer report. Unless otherwise required by law, compliance will consist of shredding paper and/or erasing and destroying electronic files and media containing consumer report information so that the information cannot be read or reconstructed.
5. Payment must be made by Client within thirty (30) days of receipt of the billing invoice. Late payments will be assessed an interest charge of up to 2.0% per month, not to exceed the legal limits imposed by local, state, or federal law. If an account goes to collection, Client agrees to pay all costs, expenses, and fees, including reasonable attorney fees, incurred by BackTrack in its collection effort.
6. BackTrack agrees to undertake information requests in as expeditious a manner as its resources and commitments permit. BackTrack also agrees to follow applicable local, state and federal laws, including, but not limited to the Fair Credit Reporting Act.

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- 7. Clients seeking credit information must provide the information requested in Addendum A before BackTrack can provide credit information to Client.
- 8. Client understands that BackTrack obtains the information reported in its information products from various third party sources "AS IS", and therefore is providing the information to Client "AS IS". BackTrack makes no representation or warranty whatsoever, express or implied, including but not limited to, implied warranties of merchantability or fitness for particular purpose, or implied warranties arising from the course of dealing or a course of performance with respect to the accuracy, validity, or completeness of any information products and/or consumer reports, that the information products will meet Client's needs, or will be provided on an uninterrupted basis; BackTrack expressly disclaims any and all such representations and warranties. BackTrack will not be liable for any indirect, incidental, consequential, or special damages for loss of profits, whether incurred as a result of negligence or otherwise, even if BackTrack has been advised of the possibility of such damages. Client agrees to indemnify and hold harmless BackTrack, its successors and assigns, officers, directors, employees, agents vendors, and suppliers from any and all claims, actions or liabilities arising from or relating to its unauthorized or negligent use or obtainment of information products provided by it and any breach of this Agreement. BackTrack nevertheless agrees to be responsible for actual damages for third party claims directly resulting from BackTrack' sole negligence in assembling the consumer report.
- 9. Client certifies to BackTrack as follows: Prior to requesting the preparation of a consumer report/investigative consumer report for employment purposes from BackTrack regarding any person, Client will have (i) made a clear and conspicuous disclosure, in writing, to the person who is the subject of that request that a consumer report/investigative consumer report on that person would be obtained by Client for employment purposes, (ii) made that disclosure to that person in a written document that consisted solely of that disclosure, and (iii) obtained that person's authorization, in writing, to procure a consumer report/investigative consumer report about that person. Client further certifies that before taking any adverse action against a person based in whole or in part on any information provided by BackTrack in a consumer report/investigative consumer report about that person, Client will provide to that person a copy of the written report provided by BackTrack along with "A Summary of Your Rights Under the Fair Credit Reporting Act," a form available through the Federal Trade Commission. Then after the appropriate waiting period, Client will issue to the consumer notice of the adverse action taken, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act. Finally, client certifies that information provided by BackTrack in a consumer report/investigative consumer report will not be used by Client in violation of any applicable Federal or State Equal Employment Opportunity law or regulation, and Client will comply with the FCRA and all other federal and applicable state and local credit reporting employment laws.
- 10. If the consumer makes a written request within a reasonable amount of time, Client will provide: (1) information about whether an investigative consumer report has been requested; (2) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (3) BackTrack's contact information, including complete address and toll-free telephone number. This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.
- 11. The parties agree that the relationship of the parties created by this Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Except as authorized hereunder, neither party shall represent to third parties that it is the employer, employee, principal, agent, joint venture or partner with, or representative of the other party.
- 12. This agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without reference to principles of conflicts of law. The parties to this agreement consent to jurisdiction and venue in a forum located in the State of Ohio, County of Lake. Client agrees that any action or proceedings by Client arising out of transactions under this agreement shall be brought and conducted only in a forum located in the State of Ohio, County of Lake. This agreement shall inure to the benefit of BackTrack and Client and shall be the obligation of their successors and assigns. Client agrees not to assign its rights or obligations under this agreement without the prior written approval of BackTrack. Should any part of this agreement be declared void or otherwise unenforceable by a court of competent jurisdiction, such decision shall not affect the enforceability or effect of any other provision of this agreement.

The undersigned being duly authorized, hereby states that the terms and conditions set forth above are agreed to and acknowledged.

Initial Here \_\_\_\_\_ and continue on to Page 3

**Company Name** \_\_\_\_\_ **Affiliate / Division of** \_\_\_\_\_

**Address** \_\_\_\_\_ **City, State, Zip** \_\_\_\_\_

**Phone Number** ( ) \_\_\_\_\_ **Fax Number** ( ) \_\_\_\_\_

**Type of Business** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Web Address** \_\_\_\_\_

**Authorized By (please print)** \_\_\_\_\_ **Title** \_\_\_\_\_

**Authorized Signature**  \_\_\_\_\_ **Date** \_\_\_\_\_

**Please sign and fax completed 3 page Agreement to (440) 205-8355.**

**Approved By** \_\_\_\_\_

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

**Title** \_\_\_\_\_

**Address** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Effective Date** \_\_\_\_\_

## BackTrack Client User Agreement for Service

### ADDENDUM A

#### Documents Required Before Requesting Credit Report Information

If Client **IS NOT** publicly traded before Client will be allowed to access credit report information, BackTrack requires that client provide one of the following **AND** AN ONSITE INSPECTION IS REQUIRED.

1. Business license status from a government web site (please include entire web page print out);
2. Business license, copy or documented verification;
3. Documented corporation verification with state or federal government;
4. Copy of Articles of Incorporation with proof of filing;
5. State and/or federal tax records originating from the state or federal government;
6. FDIC Certification; or
7. 501(c)(3) certificate for non-profit originations.

If Client **IS** a publicly traded company, the following items are acceptable for verifying that the Client is a bona fide entity and NO onsite inspection is required:

1. Documentation of ticker symbol information from trading website;
2. Certified copy of audited annual or quarterly statements submitted to the SEC.



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1. Reseller has access to consumer reports from one or more consumer credit reporting agencies.
2. Subscriber is a \_\_\_\_\_ and has a need for consumer credit information in connection with the evaluation of individuals for employment, promotion, reassignment or retention as an employee ("Consumer Report for Employment Purposes").
3. Subscriber shall request Consumer Report for Employment Purposes pursuant to procedures prescribed by Reseller from time to time only when it is considering the individual inquired upon for employment, promotion, reassignment or retention as an employee, and for no other purpose.
4. Subscriber certifies that it will not request a Consumer Report for Employment Purposes unless:
  - A. A clear and conspicuous disclosure is first made in writing to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained for employment purposes;
  - B. The consumer has authorized in writing the procurement of the report; and
  - C. Information from the Consumer Report for Employment Purposes will not be used in violation of any applicable federal or state equal employment opportunity law or regulation.
5. Subscriber further certifies that before taking adverse action in whole or in part based on the Consumer Report for Employment Purposes, it will provide the consumer:
  - A. A copy of the Consumer Report for Employment Purposes; and
  - B. A copy of the consumer's rights, in the format approved by the FTC, which notice shall be supplied to Subscriber by Reseller.
6. Subscriber agrees that it shall use Consumer Report for Employment Purposes only for a one-time use, and to hold the report in strict confidence, and not to disclose it to any third parties not involved in the current employment decision.
7. Subscriber will maintain copies of all written authorizations for a minimum of three (3) years from the date of inquiry.
8. With just cause, such as delinquency or violation of the terms of this contract or a legal requirement, Reseller may, upon its election, discontinue serving the Subscriber and cancel this Agreement immediately.

\_\_\_\_\_  
 Company Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 BACKTRACK, INC.  
 For Reseller Name

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 VP Operations

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date



## AGREEMENT FOR SOCIAL SEARCH REPORT

The undersigned Subscriber, and **BackTrack** hereby make the following agreement:

1. Subscriber may obtain from **BackTrack** any or all of the following:
  - a) Name and address information upon entering a social security number into the **BackTrack** system (herein called **TRACE**);
2. The foregoing are referred to herein collectively as "**The Product**". No credit information shall be supplied in response to such an inquiry for any of the products.
3. The nature of Subscriber's business is: \_\_\_\_\_.
4. Subscriber intends to the **The Product** for the appropriate purpose(s) checked below, and for no other purpose:
  - Verification of customer identification
  - Locating customers/debtors/beneficiaries/policy holders/association members
  - Locating consumer for medical purposes
  - Investigating or preventing actual or potential fraud, fraudulent applications, or fraudulent claims
  - Locating witnesses/suspects/missing persons
  - Other appropriate purpose: \_\_\_\_\_ Employment Screening \_\_\_\_\_
5. Subscriber agrees that it shall use **The Product** only for its exclusive use, and to hold the information in strict confidence and not to disclose it to any third parties. **The Product** will be requested only by the Subscriber's designated and authorized representatives. Employees will be forbidden to attempt to obtain any of **The Products** on themselves, associates, or any other person except in the exercise of their official duties.
6. **BackTrack** agrees to maintain information on individuals as furnished by its subscribers or obtained from other available sources.
7. **BackTrack** shall use good faith in attempting to obtain information from sources deemed reliable, but does not guarantee the accuracy of information reported, and in no event shall **BackTrack** be held liable in any manner whatsoever for any loss or injury to Subscriber resulting from the obtaining or furnishing of such information; and further Subscriber agrees to hold **BackTrack** harmless and indemnify it from any and all claims, losses, and damages arising out of alleged liability or failure of the Subscriber to keep and perform any of its obligations described herein.
8. The parties hereto agree that this instrument is the full and complete Agreement between them regarding the furnishing of **The Product**, and is not to be altered, varied, or enlarged upon by any verbal promises, statements, or representations not expressed herein. This Agreement shall be not binding on either party until accepted by **BackTrack**.

Reseller Name: BACKTRACK, INC. Subscriber Name: \_\_\_\_\_

By: \_\_\_\_\_ By: \_\_\_\_\_

Print Name: Barbara Raddatz Print Name: \_\_\_\_\_

Title: VP Operations Title: \_\_\_\_\_

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



8850 Tyler Blvd., Mentor, OH 44060 Phone (440) 205-8280 Fax (440) 205-8355 Visit our website at: www.backtracker.com or email us at: btsearches@backtracker.com

NOTICE AND ACKNOWLEDGMENT AUTHORIZATION RELEASE ( Page 1 of 2 )

BackTrack, Inc. is an employment screening company that conducts background checks on prospective employees/employees for our clients as part of their standard hiring procedure. In order to perform this check, we need you to provide the following information. Please be sure to fill out this form completely and legibly.

APPLICANT INFORMATION (please print clearly & accurately)
Last Name, First Name, Middle Name, Maiden Name, Any Other Name(s) Used, Phone, Home Address, E-Mail Address, City, State, Zip, County, From Mth/Yr, To Mth/Yr, Social Security Number, Date of Birth, Military Branch of Service, Driver's License Number, State License was Issued, High School, City/State Location, Year Graduated, Full Name Diploma Issued Under, If GED received, in what State, City/State Location, Date Received, Name Used for GED, College, City/State Location, Year Graduated, Degree Rec'd: Associate, Bachelor, Master, Other, Student ID Number, Full Name Used, List Previous Addresses (to cover last 7 years), Address, City/State, Zip, County, From Mth/Yr, To Mth/Yr, Address, City/State, Zip, County, From Mth/Yr, To Mth/Yr, Are you currently employed? YES NO, May we contact your CURRENT EMPLOYER now? YES NO ( If marked YES, we WILL contact. ) Please Initial

IMPORTANT: If you are currently employed and do NOT wish for your current employer to be contacted, please check NO on the above box. NOTE: The absence of any of the above information could result in a delay in processing your background. If necessary, a representative from BackTrack, Inc. will contact you for additional information in order to expedite the background process. Thank you for your assistance.

---FOR CLIENT USE ONLY - DO NOT WRITE BELOW THIS LINE---

CLIENT INFORMATION SERVICES REQUESTED RUSH ORDER (\$27 extra charge)
Name, Title, E-Mail Address, Company Name, Address, City/State/Zip, If Applicable, Division or Code #, Phone Number, Fax Number, PACKAGE: Level I-VI, Criminal History, Civil Litigation, CrimeTrack, GlobalTrack, Credit Report, Employment History, Education, Driving Record, SSN Search, Workers' Comp., Military, Credential, Bus/Personal Ref.

F10-1020 \*This information will be used for background screening purposes only and will not be used as hiring criteria.

**NOTICE AND ACKNOWLEDGMENT AUTHORIZATION RELEASE ( Page 2 of 2 )**

**NOTICE REGARDING BACKGROUND INVESTIGATION**

Employer ("the Company") may obtain information about you from a consumer reporting agency for employment purposes. Thus, you may be the subject of a "consumer report" and/or an "investigative consumer report" which may include information about your character and general reputation which can involve interviews with sources such as your friends and/or associates. These reports may contain information regarding your credit history, criminal history from various state and private sources along with other public records available, social search, motor vehicle records ("driving records"), verification of your education or employment history, or workers' compensation claims. Workers compensation will only be requested in compliance with the ADA and/or any other applicable state laws. These reports may be obtained at any time after receipt of your authorization and, if you are hired, throughout your employment.

You have the right, upon written request made within a reasonable time after receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report. Please be advised that the nature and scope of the most common form of investigative consumer report obtained with regard to applicants for employment is an investigation into your education and/or employment history conducted by BackTrack, Inc., 8850 Tyler Boulevard, Mentor, OH 44060, or another outside organization. The scope of this notice and authorization is all-encompassing, however, allowing Employer to obtain from any outside organization all manner of consumer reports and investigative consumer reports now and, if you are hired, throughout the course of your employment to the extent permitted by law. As a result, you should carefully consider whether to exercise your right to request disclosure of the nature and scope of any investigative consumer report. According to the Fair Credit Reporting Act, you are entitled to know if employment is denied or you otherwise suffer an adverse employment action because of information obtained from your prospective employer/employer from a consumer reporting agency. If so, you will be advised and be given the name of the agency or source of information.

**Maine and New York applicants/employees only:** You have the right to inspect and receive a copy of any investigative consumer report requested by Employer by contacting the consumer reporting agency identified above directly.

**New York applicants/employees only:** I acknowledge receipt of a copy of Article 23-A of New York Correction Law.

**ACKNOWLEDGMENT AND AUTHORIZATION**

I acknowledge receipt of the NOTICE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify that I have read and understand both of those documents. I hereby authorize the obtaining of "consumer reports" and/or "investigative consumer reports" at any time after receipt of this authorization and, if I am hired, throughout my employment. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, Employer, or insurance company to furnish any and all background information requested by BackTrack, Inc., another outside organization acting on behalf of Employer, and/or Employer itself. I agree that a facsimile ("fax"), electronic or photographic copy of this Authorization shall be as valid as the original.

**Minnesota and Oklahoma applicants/employees only:** Please check this box if you would like to receive a copy of your consumer report

**California applicants/employees only:** By signing below, you also acknowledge receipt of the NOTICE REGARDING BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW. Please check this box if you would like to receive a copy of an investigative consumer report or consumer credit report if one is obtained by the Company at no charge whenever you have a right to receive such a copy under California law.

**Have you ever been convicted of, plead guilty, no contest or nolo contendere, to a misdemeanor or felony?\*** You are not obligated to disclose sealed, annulled or expunged convictions or convictions pardoned by the governor. Please be aware that a criminal conviction will not necessarily be a bar to employment and will be considered as it relates to the job in question. Failure to honestly and completely answer this question (other than as described below) will result in discontinued consideration of the application or termination of employment. A conviction will not necessarily be a bar to employment. This information will only be used for job-related purposes consistent with applicable law and is only relevant in determining whether the conviction is related to the job for which you are applying. Factors such as age at the time of the offense(s), recentness of the offense(s), seriousness of the offense(s), nature of the violation(s), its relation, if any, to the job you are seeking, and rehabilitation will be taken into account. Failure to honestly answer these questions will result in discontinued consideration of your application or termination of employment.

\*Do not report any conviction that has been sealed, expunged, statutorily eradicated, annulled impounded, erased, dismissed under the First Offender's law, pardoned by the Governor or which state law allows you to lawfully deny as set forth below. You are also not required to disclose violations, infractions, petty misdemeanors or summary offenses.

YES  NO If YES, please indicate county and state where convicted. \_\_\_\_\_ Date convicted \_\_\_ / \_\_\_ / \_\_\_

County and state where convicted \_\_\_\_\_ Date convicted \_\_\_ / \_\_\_ / \_\_\_

County and state where convicted \_\_\_\_\_ Date convicted \_\_\_ / \_\_\_ / \_\_\_

\***CALIFORNIA applicants/residents only:** You need not disclose any referral to, and participation in, any pre-trial or post-trial diversion program, or any misdemeanor convictions for which probation has been successfully completed and discharged. Do not list any marijuana-related misdemeanor convictions over two-years old.

\***CONNECTICUT applicants/residents only:** You need not disclose any conviction record that has been erased pursuant to sections 46b-146, 54-76o or 54-142a of the Connecticut General Statutes. Records subject to erasure under these sections are records pertaining to a finding of delinquency or that a child was a member of a family with service needs, an adjudication as a youthful offender, a criminal charge that was dismissed or nolle, or a criminal charge for which the person was found not guilty or received an absolute pardoned conviction. Any person whose records were erased within the meaning of these three sections may consider such events to have never occurred and may so swear under oath.

\***HAWAII applicants/residents only.** Do not respond to this question until you have been given a conditional offer of employment.

\***KENTUCKY applicants/residents only.** You do not respond "Yes" as a result of any misdemeanor conviction where the date of conviction was more than five years ago.

\***MASSACHUSETTS applicants/residents only.** Do not answer criminal history information on an initial application. If you have already completed an initial application, please note an applicant for employment with a sealed record on file with the commissioner of probation may answer "no" to the above with respect to an inquiry herein relative to prior arrests, criminal court appearances or convictions. In addition, any applicant for employment may answer "no" to the above with respect to any inquiry relative to prior arrests, court appearances and adjudications in all cases of delinquency or as a child in need of services which did not result in a complaint transferred to the superior court for criminal prosecution.

You may exclude information regarding first convictions for the following misdemeanors: drunkenness, simple assault, speeding, minor traffic violations, affray, or disturbance of the peace, or a conviction for any misdemeanor where the conviction occurred or any prison sentence ended five or more years ago whichever date is later, unless you have been convicted of another offense within the last 5 years.

\***WASHINGTON applicants/residents only.** You may exclude convictions that occurred over ten years ago.

Signature X \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Company Applying To \_\_\_\_\_

*Para información en español, visite [www.ftc.gov/credit](http://www.ftc.gov/credit) o escribe a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N. W., Washington, D. C. 20580.*

## 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 information about additional rights, go to [www.ftc.gov/credit](http://www.ftc.gov/credit) or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

**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 identify 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, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.ftc.gov/credit](http://www.ftc.gov/credit) 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.ftc.gov/credit](http://www.ftc.gov/credit) for an explanation of dispute procedures.

**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 a 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.ftc.gov/credit](http://www.ftc.gov/credit).

**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 phone 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 888-5-OPT-OUT (888-567-8688) or [www.optoutprescreen.com](http://www.optoutprescreen.com).

**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 duty military personnel have additional rights.** For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).

**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 Federal enforcers are:

<b>TYPE OF BUSINESS:</b>	<b>CONTACT:</b>
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 877-382-4357
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 Complaints 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 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or 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

**NOTICE REGARDING BACKGROUND INVESTIGATION  
PURSUANT TO CALIFORNIA LAW**

Employer (the "Company") intends to obtain information about you from an investigative consumer reporting agency and/or a consumer credit reporting agency for employment purposes. Thus, you can expect to be the subject of "investigative consumer reports" and "consumer credit reports" obtained for employment purposes. Such reports may include information about your character, general reputation, personal characteristics and mode of living. With respect to any investigative consumer report from an investigative consumer reporting agency ("ICRA"), the Company may investigate the information contained in your employment application and other background information about you, including but not limited to obtaining a criminal record report, verifying references, work history, your social security number, your educational achievements, licensure, and certifications, your driving record, and other information about you, and interviewing people who are knowledgeable about you. The results of this report may be used as a factor in making employment decisions. The source of any investigative consumer report (as that term is defined under California law) will be Back Track, Inc., 8850 Tyler Boulevard, Mentor, OH 44060, 800-991-9694. The source of any credit report will be Back Track, Inc., 8850 Tyler Boulevard, Mentor, OH 44060, 800-991-9694.

The Company agrees to provide you with a copy of an investigative consumer report when required to do so under California law.

Under California Civil Code section 1786.22, you are entitled to find out from an ICRA what is in the ICRA's file on you with proper identification, as follows:

- In person, by visual inspection of your file during normal business hours and on reasonable notice. You also may request a copy of the information in person. The ICRA may not charge you more than the actual copying costs for providing you with a copy of your file.
- A summary of all information contained in the ICRA's file on you that is required to be provided by the California Civil Code will be provided to you via telephone, if you have made a written request, with proper identification, for telephone disclosure, and the toll charge, if any, for the telephone call is prepaid by or charged directly to you.
- By requesting a copy be sent to a specified addressee by certified mail. ICRA's complying with requests for certified mailings shall not be liable for disclosures to third parties caused by mishandling of mail after such mailings leave the ICRA's.

"Proper Identification" includes documents such as a valid driver's license, social security account number, military identification card, and credit cards. Only if you cannot identify yourself with such information may the ICRA require additional information concerning your employment and personal or family history in order to verify your identity.

The ICRA will provide trained personnel to explain any information furnished to you and will provide a written explanation of any coded information contained in files maintained on you. This written explanation will be provided whenever a file is provided to you for visual inspection.

You may be accompanied by one other person of your choosing, who must furnish reasonable identification. An ICRA may require you to furnish a written statement granting permission to the ICRA to discuss your file in such person's presence.