

# Background Research Release

## *Comprehensive*

- 🔊 There are two versions of the Background Research Release -- a comprehensive version and a simplified one.
- 🔊 Use which ever best meets your needs.
- 🔊 Please remember to delete these and other comments in blue below before printing.



# From JIAN

## NOTICE:

We wish we could provide an agreement that was tailored *exactly* to your business. While this is not always possible, we feel that we've come very close and that this document provides you with the head-start that you need to get your deal moving. Nevertheless, we must make this disclaimer:

- 🚫 **Do Not Use This Agreement 'As-Is.'**
- 🚫 **This Agreement Is Not Legal Advice.**
- 🚫 **Read it Thoroughly and Make All Appropriate Changes to Fit Your Requirements.**
- 🚫 **You Should Have this Agreement Reviewed and Approved by a Qualified Attorney at Law Before Using It.**
- 🚫 **JIAN Accepts No Liability for the Effectiveness of This Document For Your Purposes.**

## Free Access to Attorneys, Accountants & Consultants in Your Area

We're building a network of business experts who are eager to help you when you need it. They can review your work, make suggestions, handle unique situations and introduce you to influential people. On our website you can search by expertise and location, then e-mail or jump straight to their website. Although they are professionals and charge for their services, most offer an initial consultation free of charge. They're in your area and you can contact them directly.


- Please visit our website under [Expert Referral Network](#).

## Ongoing Update Service Keeps You Current


Things change, laws change, the world changes... new ideas come along all the time. When you register, you can access our website to get updates and changes... like new and improved spreadsheets and documents. They can be downloaded directly to your computer.

- Please visit our website under [Updates](#).
- Remember to bookmark our website: [www.JIAN.com](http://www.JIAN.com)

## Editing Your Sample Contract

Since this entire agreement is formatted in Word, you can edit it like any other Word document. You can jump from variable to variable by clicking the above  green arrows (JIAN Menu) which will take you forward / backward and highlight the entire sample text identified within the “[ ]” brackets – simply edit / type-over with your information.

To make sure you have filled in all the variables, use Word's 'FIND' function to locate any “[ ]” which may contain an unedited variable.

- Click the  icon in the JIAN menu above to turn the expert comments on/off.
- Upon completion, delete any unnecessary blank lines that remain.
- You may format this document any way you like.
- Delete this page.

# Background Research Release

Please read this section carefully and acknowledge your understanding by signing your name in the space below.

I certify that all of the statements made by me on this application for employment are true, correct, and complete to the best of my knowledge.


## 1. Consent to Conduct Background Investigation

As a condition of and in consideration for [Company]’s consideration of this application, I give permission to [Company] to investigate my personal and employment history. I understand that this background investigation will include, but not be limited to, verification of all information on this application, as well as interviews with past employers. I further give permission to [Company] to conduct this investigation and to discuss the results of this investigation in connection with my application for employment.

## 2. Consent to Contact Past Employers


I give permission to [Company] to contact all employers listed in this application (except those specifically excluded) for references. I further give permission to all current or previous employers and/or managers or supervisors to discuss my relevant personal and employment history with [Company], consent to the release of such information orally or in writing, and hereby release them from all liability and agree not to sue them for defamation or other claims based upon any statements they make to any representative of [Company]. I further waive all rights I may have under state law to receive a copy of any written statement provided by any of my former employers to [Company]. I further agree to indemnify all past employers for any liability they may incur because of their reliance upon this release.

## 3. Consent to Contact Government Agencies

I give permission to any agent, attorney or representative of [Company] to receive a copy of any information obtained in the file of any federal, state or local court, governmental agency, law enforcement agency or investigator concerning  or relating to me. I further consent to the release of such information and waive any right under state law concerning notification of the request for a release of such information. In the event a state law does not provide for prospective employers to have access to information, I hereby delegate [Company] as my agent for receipt of information. I understand that the scope of this investigation will be limited to criminal and/or civil records that relate to my honesty, integrity and/or abilities.

## 4. Cooperation with Investigation

I agree to fully cooperate in [Company]’s background investigation, and to sign any waivers or releases that may be necessary to obtain access to relevant information. In the event that any former employer or federal, state or local governmental agency will not release reference information or criminal history information directly to the employer, I agree to personally request such information to the extent permitted by law.

 **Note:** Some states prohibit employers from asking applicants to request their criminal records. Check with your state authorities and competent legal counsel prior to making this request.

## 5. Falsification Statement

I understand that any falsification or willful omission of fact made in this application or in connection

with any background investigation may be sufficient grounds for rejection of this application, or, if discovered after an offer of employment, for immediate dismissal.

## 6. Employment "At Will"

In consideration of my employment, I agree to conform to the rules and regulations of [Company], and my employment and compensation is "at will" in that they can be terminated with or without cause, and with or without notice, at any time, at the option of either [Company] or myself, except as otherwise provided by law. I understand that no manager or representative of [Company], other than the President of [Company], has authority to enter into any agreement for employment for any specified period of time or to make any agreement or contract to the foregoing, and that any promises to the contrary will only be relied upon by me if they are in writing and signed by the President of [Company].

## Understood, Agreed & Approved

I have carefully reviewed this Agreement and agree to and accept all of its terms and conditions. I am executing this Agreement as of the Effective Date written below.

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Applicant's Signature

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Printed Name



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Effective Date

🔊 Portions of this application are reprinted with permission from a 1988 special report, [Thieves at Work: An Employer's Guide to Combating Workplace Dishonesty](#) (BSP 98), published by The Bureau of National Affairs, Inc.