

BACKGROUND CHECK AUTHORIZATION

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This Background Check Authorization (this "**Authorization**") is provided as of [DATE] by:

[APPLICANT/EMPLOYEE NAME], an individual residing at [ADDRESS] (the "**Applicant**"), to and for the benefit of:

[COMPANY LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [COMPANY ADDRESS] (the "**Company**").

Recitals. The Company has offered or is considering the Applicant for [employment / a volunteer role / a contractor engagement / promotion / retention] and, as part of that process, wishes to obtain one or more background reports about the Applicant. Background checks are heavily regulated by federal, state, and local law, including laws that require a clear disclosure separate from other documents and the Applicant's written consent before a report is obtained, and that limit how reports may be used. By signing below, the Applicant acknowledges the disclosures and authorizes the checks described below, subject to applicable law.

Important compliance note. The order, formatting, and content of background check disclosures and authorizations are strictly regulated. Many jurisdictions require the disclosure to be a standalone document, prohibit certain extraneous language (such as broad liability releases) in the disclosure, and impose "ban-the-box," adverse-action, and timing requirements. Have qualified counsel confirm the exact form, sequence, and any required state or local addenda before use.

1. Disclosure

1.1 Purpose. The Company has disclosed, and the Applicant understands, that the Company may obtain one or more consumer reports or investigative consumer reports (each, a "**Report**") about the Applicant for employment or related purposes, including hiring, retention, promotion, reassignment, or eligibility for a role.

1.2 Consumer reporting agency. The Report may be prepared by a third-party consumer reporting agency, [CRA NAME], located at [CRA ADDRESS], phone [CRA PHONE], website [CRA WEBSITE] (the "**Agency**"). The Applicant may contact the Agency for information about its privacy practices.

1.3 Standalone disclosure. The Applicant acknowledges receiving this disclosure and understands it is intended to be clear and conspicuous. [Where required by law, this disclosure must be provided as a separate, standalone document — confirm with counsel and adjust packaging accordingly.]

2. Scope of the Background Check

2.1 Information that may be checked. The Report may include, to the extent permitted by applicable law and relevant to the role, information concerning the Applicant's: (a) identity and Social Security number verification; (b) criminal history; (c) employment history; (d) education and credentials; (e) professional licenses; (f) driving records, if relevant; (g) credit history, only where permitted and job-related; and (h) other public-record or

reference information.

2.2 Job-relatedness. The Company will use the information only as relevant to the role and as permitted by law, and will not base decisions on information whose use is prohibited by applicable federal, state, or local law.

2.3 Investigative consumer reports. If the Report is an investigative consumer report involving personal interviews about the Applicant's character, general reputation, or mode of living, the Applicant has the right to request additional disclosures about the nature and scope of the investigation, which the Company will provide as required by law.

3. Authorization and Consent

3.1 Authorization. The Applicant authorizes the Company and the Agency to obtain and prepare the Report described above, and authorizes any person or entity that has information about the Applicant — including former employers, schools, licensing bodies, courts, and government agencies — to release that information to the Company or the Agency.

3.2 Duration. To the extent permitted by applicable law, this Authorization remains valid throughout the Applicant's application process and, where lawful and clearly disclosed, throughout the Applicant's employment or engagement for purposes of obtaining updated Reports. The Applicant may withdraw this Authorization prospectively by written notice, subject to applicable law.

3.3 Copy of report. The Applicant **[requests / does not request]** a copy of any Report obtained, where the Applicant is entitled to one under applicable law. **[Some states require an option for the Applicant to receive a free copy — include the required checkbox.]**

4. Applicant Rights

4.1 Summary of rights. The Applicant acknowledges receiving, or having access to, the "Summary of Your Rights" under applicable consumer-reporting law and any required state-specific notices.

4.2 Adverse action process. The Applicant understands that, before taking any adverse action based in whole or in part on a Report, the Company will follow the applicable adverse-action process, which generally includes providing the Applicant a copy of the Report and the summary of rights, and a reasonable opportunity to respond, in accordance with law.

4.3 Accuracy and dispute. The Applicant has the right to dispute the accuracy or completeness of any information in a Report directly with the Agency, and the Agency must reinvestigate as required by law.

5. Applicant Acknowledgments

5.1 Truthful information. The Applicant certifies that the information the Applicant has provided to the Company in connection with the application or engagement is true and complete to the best of the Applicant's knowledge.

5.2 Voluntary. The Applicant understands that providing this Authorization is voluntary, but that the Company may be unable to proceed with the application or engagement without the information the Report would provide.

5.3 No waiver of statutory rights. Nothing in this Authorization waives any right the Applicant has under applicable law, and any provision that would do so is unenforceable to that extent. **[Do not include a broad liability release in the standalone disclosure — many jurisdictions prohibit it.]**

6. Data Handling and Privacy

6.1 **Use limitation.** The Company will use the Report only for the permissible purpose disclosed and will not use it for any unrelated purpose.

6.2 **Confidentiality and security.** The Company will treat the Report as confidential, limit access to authorized personnel with a need to know, and store and dispose of it using reasonable safeguards in accordance with applicable law.

6.3 **Retention.** The Company will retain and dispose of the Report in accordance with its records-retention policy and applicable law, including secure destruction requirements.

7. General Provisions

7.1 **Governing law.** This Authorization is governed by the laws of the State of [STATE] and by applicable federal and local law. Where state or local law provides greater protection to the Applicant, that law controls.

7.2 **Severability.** If any provision of this Authorization is unenforceable, the rest remains in effect to the fullest extent permitted by law.

7.3 **State and local addenda.** Any state- or city-specific disclosures and authorizations required for the Applicant's location are attached and incorporated by reference. [Attach required [STATE]/[CITY] addenda.]

7.4 **Electronic signature.** This Authorization may be signed electronically, and an electronic signature has the same effect as a handwritten one to the extent permitted by applicable law.

APPLICANT AUTHORIZATION. By signing below, the Applicant acknowledges receiving and understanding the disclosure above and authorizes the background check described in this Authorization.

APPLICANT

Signature: _____

Printed name: [NAME]

Title: N/A

Date: _____

Additional identifying information (collect only as permitted by law and store securely):

- Date of birth: [DOB] (used for identification purposes only) - Other names used: [OTHER NAMES] - Driver's license number / state (if driving record requested): [NUMBER / STATE]

COMPANY ACKNOWLEDGMENT (optional).

COMPANY REPRESENTATIVE

Signature: _____

Printed name: [NAME]

Title: **[TITLE]**

Date: _____

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