

Blue Heron Investigations

Minnesota's premiere private detective agency



Investigations / Surveillance
Counter Surveillance / Backgrounds

P.O. Box 49082
Minneapolis, MN 55449

<http://www.BlueHeronPI.com>

Minneapolis 763-323-7324
St. Paul 651-917-7324
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BACKGROUND CHECK REQUEST FORM & SERVICE AGREEMENT

CLIENT INFORMATION

(Please Print Legibly)

Your Name: _____

Your Physical (street) Address: _____, # _____

City State Zip Code

The above name and address information is **REQUIRED**. No post office box addresses will be accepted in lieu of a physical / street address. We will not mail your background check report to the above referenced address unless directed by you to do so. We do not sell or share this information, nor will we use it for marketing purposes.

Your Phone Number (optional): _____) - _____

Your phone number allows us to contact you with any questions we may have. Providing it to us is optional. Please do not provide it unless it is okay for us to leave you a message. We do not sell or share this information, nor will we use it for marketing purposes.

Your e-mail address (optional): _____ @ _____

Your email address allows us to contact you with any questions we may have. Providing it to us is optional, but is highly encouraged if you haven't provided us with your telephone number. We do not sell or share this information, nor will we use it for marketing purposes.

SERVICE AGREEMENT

Agreement dated ____ / ____ / ____ between _____
(Your printed name)

(Hereinafter referred to as "CLIENT") and **Blue Heron Investigations**, (hereinafter referred to as "COMPANY")

COMPANY agrees to provide CLIENT with the following background report selected by the CLIENT:

_____ BG 01) Statewide Check (Minnesota) – Gross Misdemeanor \$ 30.96*
and Felony Convictions Only

_____ BG 02) Statewide Check (Wisconsin) – Criminal Only \$ 30.96*

What Minnesota cities or counties has the **subject** lived in that you are aware of? _____

Knowing where the subject lives, or has once resided, helps us differentiate between people of similar names. Furthermore, it occasionally helps us obtain the middle name or middle initial of the subject of the background check when previously unknown.

Do you know the name of another person who was once married to the **subject** of this background inquiry?

_____ (First) (Middle) (Last)

By providing us with the names of someone once married to the subject of this background inquiry, you may help us obtain additional, previously unknown, information about the subject of this background check including middle name and date of birth if previously unknown.

Do you know the name of a person or business associated, or once associated, with the **subject** of this background inquiry?

_____ (First) (Middle) (Last)

By providing us with the names of other people or businesses associated, or once associated, with the subject of this background inquiry, you may help us obtain additional, previously unknown, information about the subject of this background check including middle name and date of birth.

On a scale of 1-10, with 10 being the most certain and 1 being the least certain, please tell us how certain you are of the information you provided above:

Subject's first name?	1	2	3	4	5	6	7	8	9	10
Subject's middle initial?	1	2	3	4	5	6	7	8	9	10
Subject's middle name?	1	2	3	4	5	6	7	8	9	10
Subject's last name (including correct spelling)?	1	2	3	4	5	6	7	8	9	10
Subject's aliases?	1	2	3	4	5	6	7	8	9	10
Subject's date of day of birth?	1	2	3	4	5	6	7	8	9	10
Subject's month of birth?	1	2	3	4	5	6	7	8	9	10
Subject's year of birth?	1	2	3	4	5	6	7	8	9	10
Subject's age?	1	2	3	4	5	6	7	8	9	10

It's important for us to know if the information your provide us is a "good guess" or "known fact." This allows us to positively rule out certain people with same / similar names because other data provided by you does not correlate, and / or it allows us to recognize the subject of the background check despite, among other people by the same or similar name, despite the fact that certain identifiers provided by you is "slightly inaccurate."

Which of the following reasons best describes your request for this information? *(please read all before checking)*

_____ I am an employer, or someone soliciting your services on behalf of an employer, and am interested in conducting either a pre-employment background check on a potential employee, or a background check on a current employee.

_____ I am a landlord, or someone soliciting your services on behalf of a landlord, and am interested in conducting a background check either on a person applying to be a tenant, or someone who already is a tenant.

_____ I am a creditor, or someone soliciting your services on behalf of a creditor, and am interested in conducting a background check on someone either seeking credit, or someone who already has been granted credit.

_____ I am an insurer, or someone soliciting your services on behalf of an insurer, and am interested in conducting a background check on someone either seeking insurance, or someone who already has been granted insurance.

_____ I am a person or business, or someone soliciting your services on behalf of a person or business, who is requesting a background check that is governed / restricted by the Fair Credit Report Act (FCRA).

STOP! If any of the above reasons apply, Blue Heron Investigations is unwilling to provide the requested background check services through this online venue. Stop here, and please call the company to discuss your options for an FCRA compliant background check. Please note that we will NOT accept this form if any of the above are either checked, or appear to have once been checked.

_____ I am currently dating the subject of my background request, or know someone currently dating the subject of this background request, and am interested in verifying the truthfulness of statements made to me or the other person by the subject of this background inquiry.

_____ I am a parent or guardian and am conducting a background check on the subject, who is not a paid nanny or caregiver, referenced above in an effort to protect a child.

If you are requesting this background check in anticipation of litigation – i.e. presenting it to a family court judge as part of a child custody hearing, please provide us with additional specifics (child’s first name, your relationship to the parties involved, court file numbers, etc.) so that we can properly prepare your report for your use in court.

_____ I am a person who intends to apply for a job, an apartment, insurance, for credit, or another reason and am interested in knowing what records currently exist that a potential future employer, landlord, creditor, or other such person conducting an FCRA compliant background check, may find if conducting a background check on me. I am NOT asking you to provide this background check on myself at the direction or request of any other person, business, landlord, creditor, or insurer.

_____ I am an individual requesting a background check on the subject for the following reason: _____

Is there anything else, that you would like to add, that you feel may be beneficial for us to know? (e.g. “My boyfriend said he got a divorce in 1995 from his wife Janice. They were living in Shakopee at the time.” or “My ex-husband has been court ordered to abstain from alcohol, but my 10 year old son told me that his father was pulled over for drunk driving in Chisago County last weekend”, etc.)

This Service Agreement and Background Request will be conducted pursuant to the terms and conditions outlined below. CLIENT agrees that all work-product will be submitted and received subject to the conditions of this agreement.

CANCELLATION: CLIENT may cancel this request for a background check at any time. However, client will be billed for work performed, and expenses incurred, prior to the request for cancellation.

CONFIDENTIALITY: COMPANY shall not disclose CLIENT information to unauthorized parties, including the subject of the background check, except when required by law.

CLIENT acknowledges that the very nature of attempting to collect on past due invoices is such that this confidentiality cannot be guaranteed if non-payment of services becomes an issue.

Nothing contained within this confidentiality clause shall prevent COMPANY from disclosing information it deems necessary to defend itself against criminal or civil allegations and / or charges brought against COMPANY.

DATA: I understand that a criminal and / or civil background check consists of 1) Names and parties to an action, 2) Case, file or court numbers, 3) Filing or offense dates, 4) County or jurisdiction, and 5) Type of case. I understand that I am likely to receive a report that reads similar to:

<i>Anoka County</i>	
<u>State of Minnesota v John J. Jones.</u>	File # 02-CR-98-1875 Filed January 22, 1998
Gross Misdemeanor – Theft By Swindle	
<u>The ABC Corporation v John J. Jones</u>	File # 02-CV-01-46709. Filed April 30, 2001
Conciliation	
<i>Washington County</i>	
<u>Jane J. Jones v John J. Jones</u>	File # 82-FA-05-39765 Filed December 17, 2005
Dissolution With Child	
<u>State of Minnesota v John J. Jones</u>	File # 82-CR-06-98765. Filed November 6, 2006
Felony – Possession With Intent To Sell	

Furthermore, I understand that a “Background Check”, as defined by Blue Heron Investigations for this purpose, does not include such data as social security numbers, dates of birth, employment information, income, financial data, medical records, booking photos, lifestyle information, surveillance, or other such data not specifically referenced in the above example.

To minimize the chance for typographic errors associated with manually retyping information, I authorize Blue Heron Investigations (at its sole discretion) to provide me with the above background information in a “raw format”, similar in format to the above example, as obtained by COMPANY from its government and proprietary sources.

GOVERNING LAW: The interpretation of this agreement shall be subject to the laws and interpretation of the state of Minnesota. Any court proceeding brought by either party must be brought in Washington County – Minnesota and CLIENT hereby waives all other jurisdictional rights and accepts Washington County – Minnesota as the appropriate jurisdiction to hear complaints. The prevailing party in any formal dispute will be entitled to reasonable attorney’s fees and costs.

GUARANTEE (NON GUARANTEE): CLIENT agrees to pay COMPANY for all services rendered regardless of the outcome of said services. This includes paying for background check services in which no records are found. COMPANY does not guarantee or warrant the correctness, completeness, currency, merchantability, or fitness for a particular purpose of the background services provided. The COMPANY states, and the CLIENT accepts, that the COMPANY may provide data obtained from sources it deems reliable but which COMPANY can not guarantee the accuracy of due to human error in either reporting or inputting data, the failure of government agents and agencies to properly report data, or other factors outside the control of COMPANY.

INDEMNITY: CLIENT agrees to indemnify and hold harmless the COMPANY, its owner, and agents providing services on COMPANY’S behalf from and against any and all claims, loss, liability, costs, damages and reasonable attorney’s fees incurred by COMPANY. Neither COMPANY, nor third parties acting on behalf of COMPANY, shall be liable to CLIENT or to any person claiming through CLIENT, for any acts or omissions in procuring,

compiling, collecting, interpreting, reporting, communicating, or delivering services or in otherwise performance of this agreement.

PAYMENT: Payment is due in advance. COMPANY will not provide agreed upon services until, or unless, pre-payment has been made. CLIENT will pay by: (Please check one)

_____ **Paypal** and will visit www.blueheronpi.com/Payments.html to make payment after submitting this Background Check Request Form and Service Agreement

_____ **Credit card** and will fill out the attached Credit Card Authorization Form and fax it back to COMPANY along with this Background Check Request Form and Service Agreement to the toll free fax number at the top of the first page.

_____ **Personal or company check** and have enclosed that check, made payable to Blue Heron Investigations, along with this Background Check Request Form and Service Agreement and mailed to the address at the top of the first page. (NOTE: COMPANY will wait for check to clear before commencing with the background check request.)

_____ **Money order or cashiers check** and have enclosed that check, made payable to Blue Heron Investigations, along with this Background Check Request Form and Service Agreement and mailed to the address at the top of the first page.

_____ **Western Union** sent to Thomas M. Goodpaster (NOT Blue Heron Investigations) and the MTCN transaction number is _____.

Nothing herein shall constitute acknowledgment of receipt of payment. CLIENT to retain copies of payment documents (cancelled checks, credit card statements, etc. as proof of payment)

CLIENT shall be responsible for any reasonable expenses associated with collections including, but not limited to, our time billed at \$75.00 per hour (billed in 15 minute increments) and all attorney fees related to the collection of any amounts due resulting from charge backs, bounced checks, etc.

A processing fee, equal to 20% of any charged amount, will be added to any credit charges reversed by CLIENT.

REPORTS: COMPANY agrees to provide a written report pursuant to this agreement postmarked (if by mail), or faxed, or sent as a pdf attachment to an e-mail, no later than 5 business days from the date of payment. In the case of requests accompanying checks, payment will be considered made on the date that the check clears our bank.

COMPANY assumes that all information provided to CLIENT through its report(s) will be used for lawful purposes only; CLIENT acknowledges that it has represented such, by virtue of this agreement, to COMPANY. Specifically, CLIENT will not use any report prepared by COMPANY to harass, intimidate or otherwise cause distress to the subject of the background check.

CLIENT will not provide, except to an attorney or court of law, a copy of any report prepared by COMPANY.

CLIENT requests that the report be delivered:

_____ As a pdf document, attached to an e-mail, and sent to: _____ @ _____

_____ Via fax to the following number: _____) _____ - _____

(additional option on following page)

_____ By mail, to the following address:

(Name)

(Street or post office box, incl suite or apt #)

(City) (State) (Zip)

RESTRICTED INFORMATION: COMPANY implements policies to protect the confidential nature of information provided through its services. COMPANY, at its sole discretion, may restrict the dissemination of such information as exact dates of birth, social security numbers, residential house numbers, drivers license numbers, non-published telephone numbers, etc.

RETURNED CHECK FEE: COMPANY will impose a \$30.00 service charge, or the maximum allowed by state law – whichever is greater, on all dishonored checks. CLIENT may also be subject to a civil penalty of \$100.00 or 100% of the value of their check, whichever is greater, plus interest and attorney and collection fees associated with collections efforts.

RIGHTS OF REFUSAL / FORFEITURE: CLIENT agrees to furnish COMPANY with true and accurate information to the best of CLIENT’S knowledge and ability at the time of this agreement. COMPANY reserves the right to decline or withdraw, without explanation, from any background request that might give rise to a conflict.

TESTIMONY: COMPANY agrees to make itself available for testimony within the “twin cities” metropolitan area provided that adequate notice is given. If courtroom testimony, or deposition, regarding this matter or any matter related to it is required, the fee will be \$125.00 for court preparation (includes arrangements and file & video review) and \$325.00 for witness fees (includes travel within the seven county metropolitan area), mileage, parking, and up to four hours of testimony), and \$75.00 per hour for additional testimony. All fees are due in advance.

A cancellation fee equal to two hours (\$150.00) will be billed when scheduled testimony is canceled with less than 24 hours notice plus the \$125.00 court preparation fee.

WARRANTY: COMPANY does not make any warranty claims as to fitness for particular purpose of its background check services. CLIENT accepts the responsibility for consulting with an attorney to discuss the benefits, if any, of hiring COMPANY to perform the background check services outlined above. Furthermore, CLIENT acknowledges by his / her signature below, that COMPANY has not offered legal advice.

This agreement shall be binding upon CLIENT’S heirs, executors, and personal representatives. Client, by signing this agreement, certifies that he / she has thoroughly examined and fully understands the foregoing agreement.

In witness whereof the parties by their duly authorized representatives have signed this Agreement as of the above date. A signed facsimile copy of this agreement shall be binding.

CLIENT _____(Print name)

_____ (Signature)

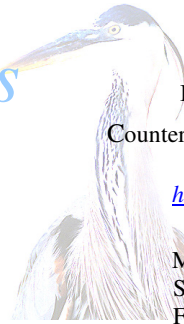
–AND–

COMPANY Blue Heron Investigations

_____ (Signature)

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Payment Authorization / Auto Debit

I hereby authorize Blue Heron Investigations to bill my:

Visa Mastercard American Express Discover

Total Authorized: \$ _____ (This amount must include the state and local taxes computed on the first and second page of the(Bbackground Check Request Form & Service Agreement)

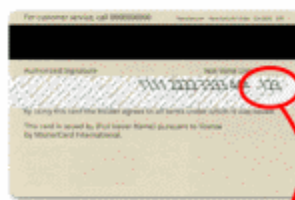
Credit Card #: _____ - _____ - _____ **Expiration Date:** (ex: 0207) _____ / _____

Verification Number: _____

(The verification number is a 3-digit number printed on the back of your card. If it is an American Express card, it is a 4-digit number. It appears after and to the right of your card number.)

American Express

Visa, MasterCard, Discover



4 Digit Verification Number

3 Digit Verification Number

Please print your name as it appears on your card: _____

Please print the billing address of card holder (Below):

Address: _____

City: _____ State: _____ Zip: _____

I understand that these charges are irrevocable and non-cancelable, and that a separate contract between Blue Heron Investigations and myself provides for legal relief and the refund of any amounts due. I further certify that I am an authorized user of this card, and that I am personally responsible for the full amount of any charges reversed or declined by this credit card company subsequent to the successful processing of this payment

Cardholder Signature _____ Date: ____ / ____ / ____

Please send a copy of this credit card transaction to my e-mail address: _____

Send to: Blue Heron Investigations **FAX: 866-363-9153**
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 Minneapolis, MN 55449