

# ASSOCIATE APPLICATION FOR EMPLOYMENT

We appreciate you taking the time to fill out this application. All questions must be answered completely and accurately. We are an Equal Opportunity Employer and comply with applicable Federal, State, and local laws which prohibit discrimination based on race, color, creed, religion, age, sex, ethnicity, citizenship status, national origin, sexual orientation, veteran status, disability or other legally protected characteristic(s). If you require assistance in completing this application, please inform the interviewer or manager.

**PLEASE PRINT IN BLACK OR BLUE INK**

\_\_\_\_\_  
Last Name First Name Middle Name

\_\_\_\_\_  
Address City, State Zip  
( ) ( )

\_\_\_\_\_  
Cell Phone Home Phone E-mail Address

Have you ever used another name for work or school?  Yes  No If yes, please state name(s), time period used and schools/employers: \_\_\_\_\_

Have you been employed by the "Company" before?  Yes  No  
If yes, Dates: \_\_\_\_\_ Location(s): \_\_\_\_\_  
Position(s): \_\_\_\_\_

Are you 18 or older?  Yes  No

Are there any days or time periods you are unavailable for work?  Yes  No If yes, please indicate the days/times: \_\_\_\_\_

How many hours are you regularly available for work each week? \_\_\_\_\_

Date you are available to begin work? \_\_\_\_\_ Position(s) you are applying for? \_\_\_\_\_

How much money do you need to make on a weekly basis? \_\_\_\_\_

Are you willing and available to work flexible hours, which could include nights, weekends, holidays or overtime?  Yes  No

Do you plan to engage in other work while in our employ?  Yes  No If yes, please list place of employment and describe the work as well as the hours: \_\_\_\_\_

Do you have reliable transportation to work?  Yes  No

Have you ever been fired?  Yes  No If yes, please explain: \_\_\_\_\_

Do you have any relatives and/or roommates that work for the "Company"?  Yes  No If yes, please specify: \_\_\_\_\_

Are you able to perform the essential job functions of the position for which you are applying, with or without reasonable accommodation?  
 Yes  No (Please notify the interviewer if you require accommodations in order to participate in the job application process.)

## EDUCATION

High school attended (Name, City, State) \_\_\_\_\_  
 Yes  No Did you graduate?

College/Trade School attended (Name, City, State) \_\_\_\_\_  
 Yes  No Did you graduate?

**EMPLOYMENT INFORMATION / HISTORY**

Please provide your complete work history for the preceding three employers with the most recent first. List full-time and/or part-time, including military, if applicable.

Name of company \_\_\_\_\_

Dates of employment \_\_\_\_\_ Name of Supervisor \_\_\_\_\_

Phone # \_\_\_\_\_ Your Position/ Job Title \_\_\_\_\_

Reason for leaving \_\_\_\_\_

Name of company \_\_\_\_\_

Dates of employment \_\_\_\_\_ Name of Supervisor \_\_\_\_\_

Phone # \_\_\_\_\_ Your Position/ Job Title \_\_\_\_\_

Reason for leaving \_\_\_\_\_

Name of company \_\_\_\_\_

Dates of employment \_\_\_\_\_ Name of Supervisor \_\_\_\_\_

Phone # \_\_\_\_\_ Your Position/ Job Title \_\_\_\_\_

Reason for leaving \_\_\_\_\_

Are you currently employed?  Yes  No May we contact your current employer?  Yes  No If no, please explain:

**PLEASE READ THE FOLLOWING CAREFULLY AND SIGN BELOW**

I understand that I will not be considered an applicant unless my application is fully completed, signed and submitted in accordance with the instructions. For the purpose of this certification, the term "application" includes this employment application form, which includes an agreement to arbitrate, and any supplemental questionnaire, exhibit, resume, or biographical sheet that I submit, and any interview. I certify that all information given to the "Company" and on this application is true, correct, and complete. I have accounted for all of my work experience, training, and other information requested on this application. I have not withheld any fact or circumstance that is covered by this application. I understand that any false, misleading or incomplete information may result in rejection of my application or termination of my employment whenever discovered. I also understand that this application contains an arbitration clause, which requires covered disputes be decided in arbitration and not by way of court or jury trial. By signing below, I understand and agree to arbitrate covered claims pursuant to the arbitration clause.

I authorize the "Company" to: (1) contact any of my previous employers (except my current employer if noted) as well as any reference source to verify the facts and information that I have furnished; (2) obtain information from law enforcement and other governmental agencies, military authorities, and private companies concerning my conduct, including traffic and criminal convictions; (3) obtain information from educational institutions concerning my educational record, conduct and skills; and (4) obtain information directly from other sources.

I authorize any person(s) or entities having knowledge to provide information to the "Company", and release from liability and agree to hold harmless any person or entity who furnishes such information. I release the "Company" and all of its agents from all liability for making such inquiries.

If I am employed, I agree to abide by the "Company's" rules, procedures, and policies, as modified from time to time, including any drug-free workplace and unlawful harassment policies.

If employed by the "Company", I understand that I will be an employee "at will" and that either the "Company" or I may terminate at any time, with or without cause, my employment with the "Company." I understand that no supervisor or manager may alter or amend the above conditions. Any agreement for employment for a specified period of time or any agreement contrary to the foregoing must be in writing and signed by the Chief Executive Officer/President of the "Company."

**ARBITRATION CLAUSE:** The "Company" and I mutually agree that, except as provided in this "Arbitration Clause", any and all claims or disputes (including without limitation, claims for violation of any federal, state or other governmental law, statute, regulation, or ordinance) past, present or future, between me and the Company arising out of or related to this application, my application for employment, and/or to the "Company's" hiring and selection processes, and/or employment and/or the termination of my employment will be submitted to and **will be decided by a single arbitrator through arbitration and not by way of court or jury trial.** Except as provided in this Arbitration Clause, arbitration will be in accordance with the then current Employment Arbitration Rules of the American Arbitration Association ("AAA Rules"), available through the "Company's" Human Resources Department or via the internet at www.adr.org. Parties are responsible for their own attorney's fees, subject to any remedies to which that party may later be entitled under applicable law. The location of the arbitration proceeding shall take place in the county where I live, unless each party agrees otherwise. A court of competent

jurisdiction shall have the authority to enter judgment upon the arbitrator's decision/award. The Federal Arbitration Act (9 U.S.C. § 1 *et seq.*) applies to this Arbitration Clause.

Excluded from this Arbitration Clause are claims that an applicable federal statute or lawful, enforceable presidential Executive Order states cannot be arbitrated. Regardless of any other terms of this Arbitration Clause, a claim may be brought before and remedies awarded by the Equal Employment Opportunity Commission, the United States Department of Labor, the National Labor Relations Board, the Office of Federal Contract Compliance Programs and law enforcement authorities.

**Class Action Waiver:** There will be **no** right or authority for any claim and/or dispute covered under this Arbitration Clause to be brought, heard, or arbitrated as a class and/or collective action, and the Arbitrator will have no authority to hear or arbitrate any such action (“Class Action Waiver”). In any case in which (1) the dispute is filed as a class and/or collective action and (2) there is a final judicial determination that all or part of the Class Action Waiver is unenforceable, the class and/or collective action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration. Regardless of anything else in this Arbitration Clause and/or the AAA Rules, the interpretation, applicability, enforceability or formation of the Class Action Waiver may only be determined by a court and not an arbitrator.

I understand that my agreement to this Arbitration Clause in no way guarantees that the “Company” will offer me employment nor does it guarantee continued employment once employed. Notwithstanding any other language in this Application or any other “Company” document or policy, this Arbitration Clause may not be modified, revised or terminated without a writing signed (electronically or otherwise) by both parties. //END OF ARBITRATION CLAUSE

If I am employed, I understand that I will be asked to sign a Federal I-9 form and provide positive proof of my identity and verification of my right to work in the United States. Finally, and except as stated in the Arbitration Clause above, I understand that this is only an application for employment and neither an offer of, nor contract of, employment, and no part of this application shall be construed as an offer of employment or an employment contract.

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Signature

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Printed Name

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Date

This application shall be considered active for thirty days. After that time, if you wish to re-apply, you may do so.