

Employment Application

This Company is an equal opportunity employer dedicated to nondiscrimination in employment. The Company selects the best qualified individual for the job based on job-related qualifications regardless of race, age, color, religion, sex, national origin, ancestry, marital status, sexual preference, disability, or any other basis protected by applicable law.

☞ Print clearly and complete ALL information requested.

Name _____
First
Middle
Last

A

Present Address _____
Street Address
City
State
Zip Code

Permanent Address _____
(if different)
Street Address
City
State
Zip Code

Home Phone (_____) _____ Message Phone (_____) _____ SSN _____ - _____ - _____

If you are hired, can you furnish proof that you are over 18 years of age? yes no

If you are hired, can you present evidence of your legal right to live and work in this country as required by law? yes no

Have you ever pled guilty or "no contest" to, or been convicted of a misdemeanor or felony? yes no

If yes, give the date(s) and details or attach additional sheets if necessary _____

B

Have you been arrested for any matters for which you are out on bail or on your own recognizance pending trial? yes no

If yes, give the date(s) and details or attach additional sheets if necessary _____

Answering "Yes" to these questions does not constitute an automatic bar to employment. Factors such as age and time of the offense, seriousness and nature of the violation, time that has passed since the incident, and rehabilitation will be taken into account. (Do not include minor traffic citations, and arrests or convictions which have been sealed or expunged in answering this question.) This information will only be used if job related and consistent with business necessity.

Are you able to satisfactorily perform the essential job duties required of the position for which you are applying? yes no

Do you require a reasonable accommodation to perform the essential job duties of the position for which you are applying? ... yes no

If you answered yes, what reasonable accommodation do you require? _____

Position Desired _____ Date you can start _____ Salary Desired _____

Which do you prefer? full-time part-time during the following days and hours _____

C

Are you currently employed? yes no If yes, may we contact your present employer? yes no

Have you ever applied to or worked for this Company before? yes no If yes, specify dates _____


Education	Name of school	City and State	# of years completed	Did you graduate?	Degree(s) earned
High School					
College					
Graduate					

D

Have you served in the United States Armed Forces? yes no Branch _____ Final Rank _____

Honorable Discharge? yes no

Additional training, skill, experience, and special achievements that you would like us to consider _____

 List present and past employers beginning with the most recent. Attach additional sheets as needed.

Month/ Year	Name & Address of Employer	Initial Position and Duties	Previous Supervisor	Starting Pay	Reason for Leaving
		Final Position and Duties	Telephone Number	Ending Pay	
From					
To					
From					
To					
From					
To					

E

Have you ever been terminated or asked to resign from any job?..... yes no If yes, please explain circumstances _____

Please explain fully any gaps in your employment history _____

F

How many days of work have you missed in the last three years due to reasons other than paid holidays, vacation, and approved absence due to the Family Medical Leave Act?

0 to 10 days 11 to 30 days 30+ days

Do you have adequate transportation to and from work? yes no

Do you have any friends or relatives who work for the Company? yes no If yes, who? _____

 List three personal references who know you well but who are not previous employers or relatives.

Name	Address	Phone number

G

This application will be considered active for a maximum of thirty (30) days. If you wish to be considered for employment after that time, you must reapply.

I CERTIFY THAT ALL OF THE INFORMATION THAT I HAVE PROVIDED ON THIS APPLICATION IS TRUE AND ACCURATE.

H

X _____
SIGNATURE OF APPLICANT PRINT NAME DATE

Applicant's Statement & Agreement (the "Agreement")

In the event I am hired by the Company, I will comply with all rules and regulations of the Company. I understand that to the extent permitted by applicable law the Company reserves the right to require me to submit to a test for the presence of drugs and/or alcohol in my system prior to employment and at any time during my employment; and that any offer of employment may be contingent upon passing of a physical examination and a test for the presence of drugs and/or alcohol in my system, performed by a doctor selected by the Company. I consent to the disclosure of the results of any physical examination and related drug/alcohol tests to the Company. I also understand that I may be required to take other tests such as personality tests or honesty tests, prior to employment and during my employment. And should I decline to sign this consent or decline to take any of the above tests, my application for employment may be rejected or my employment may be terminated. I understand that for insurance purposes bonding may be a condition of hire. If it is, I agree to assist in having a bond application completed.

I understand that to the extent permitted by applicable law the Company may investigate my driving record and my criminal record and that an investigative consumer report may be prepared whereby information is obtained through personal interviews with my neighbors, friends, personal references, and others with whom I am acquainted. This inquiry includes information as to my character, general reputation, and personal characteristics. I understand that I have the right to make a written inquiry, within a reasonable period of time, to receive additional detailed information about the nature and scope of this investigation. I further understand that the Company may contact my previous employers and I authorize those employers to disclose to the Company all records and information pertinent to my employment with them. In addition to authorizing the release of any information regarding my employment, I waive any rights or claims I have or may have against my former employers, their agents, employees and representatives, as well as other individuals who release information to the Company, and release them from any and all liability, claims, or damages that may directly or indirectly result from the use, disclosure, or release of any such information by any person or party, whether such information is favorable or unfavorable to me. I authorize the persons named by me as personal references to provide the Company with any pertinent information they may have regarding myself.

I confirm that all the information I provided on this application or any other documents filled out in connection with my employment, and in any interview are true and correct. I have withheld nothing that would, if disclosed,

adversely affect this application. I understand that if I am employed and any such information deemed material is later found to be false or incomplete in any respect, I may be terminated. I also understand if selected for hire, it will be necessary for me to provide satisfactory evidence of my identity and legal authority to work in the United States, and that federal immigration laws require me to complete an I-9 Form.

If hired, I agree as follows: My employment and compensation are terminable at-will, is for no definite period, and may be terminated by the Company (employer) at any time and for any reason whatsoever, with or without good cause at the option of either the Company or myself. No implied, oral, or written agreements contrary to the express language of this Agreement are valid unless they are in writing and signed by the President of the Company (or majority owner or owners if Company is not a corporation). No supervisor or representative of the Company, other than the President of the Company (or majority owner or owners if Company is not a corporation), has the authority to make any agreements contrary to the foregoing. This Agreement is the entire agreement between the Company and myself regarding the rights of the Company or myself to terminate employment with or without good cause, and takes the place of all prior and contemporaneous agreements, representations, and understandings of myself and the Company.

I acknowledge that the Company's business and the nature of my employment in that business affect interstate commerce and that the Company utilizes a system of alternative dispute resolution which involves binding arbitration to resolve all disputes which may arise out of the employment context. Because of the mutual benefits (such as reduced expense and increased efficiency) which private binding arbitration can provide both the Company and myself, both the Company and I agree that any claim, dispute, and/or controversy concerning any aspect of my employment (including, but not limited to, any claims of discrimination and harassment, whether they be based on Title VII of the Civil Rights Act of 1964, as amended, the Equality Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Family and Medical Leave Act, the Genetic Information Nondiscrimination Act, the Pregnancy Discrimination Act, the Equal Pay Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, as well as all other state or federal laws or regulations whether as an amendment to existing laws or as a new law) that either I or the Company (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) may have against each other which would otherwise

require or allow resort to any court or other governmental dispute resolution forum arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with the Company, whether based in tort, contract, statutory, or equitable law, or otherwise, (with the sole exception of claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under Workers' Compensation, and Unemployment Compensation claims filed with the state) will be settled by binding arbitration under the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA") by a single arbitrator mutually agreed to by me and the Company in an arbitration proceeding conducted in the city where I reside in accordance with Employment Arbitration Rules existing as of the date of the arbitration of the American Arbitration Association. The Arbitrator shall have the exclusive authority to resolve any disputes relating to the enforceability of this Agreement, including but not limited to any claim that all or part of this Agreement is void or voidable. Resolution of the dispute shall be by a reasoned award based solely on the facts and law and not invoke any basis (including but not limited to notions of "just cause") other than such controlling law. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If there is a conflict with any state statute regarding arbitration, it shall be preempted by the FAA.

A claim may be brought by me only as an individual and on an individual basis. No claim may be brought by me as a class representative, nor may I participate as a member of a class of claimants with respect to any claim.

THE RESULTS OF THIS ARBITRATION PROVISION IS THAT NO CLAIMS MAY BE LITIGATED IN COURT, INCLUDING THOSE CLAIMS THAT, BUT FOR THIS ARBITRATION PROVISION, MIGHT HAVE BEEN TRIABLE BEFORE A JURY, AS CLASS ACTIONS, AS PRIVATE ATTORNEY GENERAL ACTIONS, OR OTHERWISE. IN ADDITION, ANY CLAIMS MUST BE ARBITRATED THROUGH AN INDIVIDUAL ARBITRATION ONLY AND MAY NOT BE PART OF A CLASS ACTION ARBITRATION.

Nothing in this Agreement shall be construed so as to preclude me from filing an administrative charge with, or from participating in any investigation of a charge conducted by a governmental agency; however after I exhaust my claims through the administrative process/investigation, I must pursue any such claims through this binding arbitration process.

The at-will employment and/or alternative dispute resolution process referred to above are inapplicable and superseded only to the extent they conflict with any union or collective bargaining agreement for which I am covered.

If any provision of this Agreement is construed or interpreted to be void, invalid, or unenforceable, such decision shall affect only those provisions so construed or interpreted and shall not affect the remaining provisions of the Agreement, which shall remain in full force and effect. Except for the arbitration agreement, this Agreement shall be governed and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provisions.

 **DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE STATEMENT & AGREEMENT**

**If you have any questions regarding this statement, please ask a Company representative before signing.
I hereby acknowledge that I have read the above statements, understand them and agree to be bound thereby.**

1

X

SIGNATURE OF APPLICANT

PRINT NAME

DATE

Background Check Authorization

☞ Complete all items on this page unless otherwise directed.

☞ The following information is required by law enforcement agencies and other entities for identification purposes when checking records. It is confidential and will not be used for any other purpose. Please provide addresses covering at least the last seven years.

Print full legal name _____ Male Female

Print other names you have used _____

SSN _____ Drivers license # _____ Issuing state _____

Birthdate (MM/DD/YYYY) ____/____/____ Place of birth (city and state) _____

Current address _____ City _____ State _____ Zip _____
County _____ How long at this address _____

Previous address _____ City _____ State _____ Zip _____
County _____ How long at this address _____

Previous address _____ City _____ State _____ Zip _____
County _____ How long at this address _____

Previous address _____ City _____ State _____ Zip _____
County _____ How long at this address _____

J

I authorize the Company and/or its agents to the extent permitted by applicable law to request a consumer report, or investigative consumer report, about me for the purpose of evaluating me for employment, promotion, reassignment, or retention as an employee. I understand that to the extent permitted by applicable law background reports will be requested on me, including: credit reports, criminal convictions, employment history, education, professional references, personal references, civil court filings, driving records, and insurance records. These reports will include information as to my character, general reputation, personal characteristics, work habits, salary history, performance, education, experience, reasons for termination of employment, if any, and any history of criminal, dishonest, or violent behavior. Further I understand that requests for information will be made of various private and government agencies which maintain records concerning my past activities.

I release the Company and/or its agents and any person or entity, which provides information pursuant to this authorization, from any and all liability claims or damages that may directly or indirectly result from the use, disclosure, or release of any such information by any person or party, whether such information is favorable or unfavorable to me.

I understand that I have the right to make a written inquiry within a reasonable period of time to receive additional detailed information about the nature and scope of this investigation.

This Background Check Authorization is inapplicable and superseded only to the extent it conflicts with any union and/or collective bargaining agreement for which I am covered, or is otherwise prohibited by law.

X _____
SIGNATURE OF APPLICANT PRINT NAME DATE

☞ This section to be completed by management and determines which background checks will be conducted. Allow (5) five business days for processing.

Company Name _____ Client Number

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Position _____

Criminal Background Check: All New Hires.

K Driving Record Check: Will the employee drive Company vehicles of any kind or their personal vehicle during work hours or on Company errands? yes no

Credit Record Check: Will the employee have access to Company funds or financial records, be able to make purchases using Company credit, or have managerial decision-making authority? yes no

AUTHORIZED SIGNATURE PRINT NAME DATE

DO NOT WRITE BELOW THIS LINE

SSN _____ DMV _____ Criminal _____ Credit _____