

Application for Employment

– WE ARE AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER –

IMPORTANT NOTICE: Your failure to fully answer or complete each inquiry on this application may disqualify you from consideration for employment.

Position Desired	Placement Desired <input type="checkbox"/> Full-Time <input type="checkbox"/> Part-Time <input type="checkbox"/> Temporary
Location Desired	Date Available

PERSONAL DATA

Last Name		First Name		Middle Name
Present Address (Street Address, City, State, Zip)				How long have you lived there?
Previous Address (Street Address, City, State, Zip)				How long did you live there?
Telephone Number	Alternate Telephone Number		Are you 18 years of age or older? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Email Address	If hired, do you have adequate transportation to and from work? <input type="checkbox"/> Yes <input type="checkbox"/> No			

PREVIOUS EMPLOYMENT

May we contact your current employer? Yes No If no, please explain: _____

*Please list the names of your present and previous employers in chronological order with present or last employer listed first. Include part-time and seasonal employment. Be sure to account for all periods of time, including military service and any period of unemployment. **DO NOT ANSWER "SEE RESUME."** Your failure to fill out this section completely may disqualify you from consideration for employment.*

Employer Name		Dates Employed		Work Performed
		From	To	
Telephone Number(s)				Reason for Leaving (provide detailed response)
Address (Street Address, City, State, Zip Code)		Hourly Rate/Salary		
		Starting	Final	
Last Job Title	Last Supervisor's Name and Title		How much notice did you give?	

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Address (Street Address, City, State, Zip Code)		Hourly Rate/Salary		
		Starting	Final	
Last Job Title	Last Supervisor's Name and Title			How much notice did you give?

List all other employers you have had in the last ten years and include the street address, city, state and zip code for each:

BACKGROUND INFORMATION

Please explain fully any gaps of over one month in duration in your employment history. Be sure to account for all periods of time including military service and any period of unemployment.

List any other names which you may have used and will be necessary to verify your prior employment: _____

If hired, can you provide proof that you are legally entitled to work in the U.S. for the Company? Yes No If not, what steps must be taken for you to begin employment lawfully? _____

Have you ever been involuntarily terminated or asked to resign from any job? Yes No If yes, please explain the circumstances: _____

Have you ever worked for this Company? Yes No If yes, please give dates and position: _____

Do you have any friends or relatives working here? Yes No If so, whom? _____

ALL APPLICANTS: Do not include arrests or convictions that were sealed, eradicated, erased, annulled by a court, or expunged, or convictions that resulted in referral to a diversion program. **NOTE: Answering "yes" to these questions does not automatically disqualify you from consideration for employment. Factors such as age and time of the offense, seriousness and nature of the violation, and rehabilitation will be taken into account.**

Have you ever pled guilty or no contest to, or been convicted of a criminal offense other than the applicable exceptions listed above? Yes No

Have you been arrested for any matters for which you are currently out on bail or on your own recognizance pending trial? Yes No

CRIMINAL OFFENSES ONLY: If you answered yes to either of the two preceding questions, please give dates and details:

Do you have any commitments, including but not limited to, a non-compete, non-solicitation or confidentiality agreement with any current or former employer which may affect or restrict your employment or ability to perform the duties for which you are hired? Yes No

If yes, please explain: _____

EDUCATION

School Name	Years Completed (Circle)	Diploma/Degree	Describe Course of Study or Major	Describe Specialized Experience, Training, Skills, and Extra-Curricular Activities
High School	9 10 11 12			
College/University	1 2 3 4			
Graduate/Professional	1 2 3 4			

REFERENCES (Please include at least 2 supervisory references.)

Name	Address	Telephone Number	Relationship

RELEVANT EXPERIENCE (Please indicate any actual experience you have in any of the following positions.)

ADMINISTRATIVE <input type="checkbox"/> Office Manager <input type="checkbox"/> Bookkeeper <input type="checkbox"/> Accounts Receivable <input type="checkbox"/> Accounts Payable <input type="checkbox"/> Payroll Clerk <input type="checkbox"/> Tag/Title Clerk <input type="checkbox"/> Warranty Clerk <input type="checkbox"/> Data Entry <input type="checkbox"/> Cashier <input type="checkbox"/> Receptionist <input type="checkbox"/> General Clerical <input type="checkbox"/> Other: _____	SALES <input type="checkbox"/> General Manager <input type="checkbox"/> Operations Manager <input type="checkbox"/> Sales Manager <input type="checkbox"/> Sales Person (New) <input type="checkbox"/> Sales Person (Used) <input type="checkbox"/> Internet Sales <input type="checkbox"/> Leasing Manager <input type="checkbox"/> Fleet Manager <input type="checkbox"/> Truck Manager <input type="checkbox"/> On Premises Sales <input type="checkbox"/> Off Premises Sales <input type="checkbox"/> Other: _____	SERVICE <input type="checkbox"/> Service Manager <input type="checkbox"/> Service Advisor/Writer <input type="checkbox"/> Dispatcher <input type="checkbox"/> Shop Foreman <input type="checkbox"/> Mechanic/Technician <input type="checkbox"/> Electrician <input type="checkbox"/> Warehouse <input type="checkbox"/> Helper <input type="checkbox"/> Painter <input type="checkbox"/> Body Repair <input type="checkbox"/> Lube Tech <input type="checkbox"/> Other: _____	PARTS <input type="checkbox"/> Parts Manager <input type="checkbox"/> Parts Counter <input type="checkbox"/> Parts Stocker <input type="checkbox"/> Parts Driver OTHER <input type="checkbox"/> Customer Relations Manager <input type="checkbox"/> Rental Manager <input type="checkbox"/> Porter <input type="checkbox"/> Detailer <input type="checkbox"/> Other: _____
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List any professional designations, certifications, licenses, or courses that may be applicable to the position for which you are applying:

DRIVING INFORMATION (Complete only if driving is an essential function of the job for which you are applying.)

Do you have a current driver's license? Yes No If yes, License No. _____ State _____ Expiration Date _____

Has your license ever been suspended or revoked? Yes No If yes, explain: _____

Do you have personal automobile insurance? Yes No If no, please explain: _____

Have you ever been denied personal automobile insurance or has it ever been terminated or suspended? Yes No If yes, please explain: _____

Have you ever been convicted, plead guilty, or no contest to a charge of DWI or DUI (do not list if record was sealed/expunged)? Yes No

Are any such charges currently pending against you? Yes No If yes to either question, explain: _____

Please list all moving traffic violations in the last five (5) years:

Offense	Date	Location	Comments

OTHER INFORMATION

How did you hear about the job opening? (Advertisement, Employee, Relative, Private Employment Agency, Walk In, Other)

Source: _____ Name of Source: _____

Please describe any other experience that you have which would be relevant to the job for which you are applying:

APPLICANT'S STATEMENT AND AGREEMENT

If hired, I will comply with all rules, regulations, and policies of this Company. I understand that the Company reserves the right to require me to submit to a test for the presence of drugs in my system prior to employment and at any time during my employment, to the extent permitted by law. I also understand that any offer of employment may be contingent upon the results of a physical examination and an alcohol test to the extent permitted by law. I consent to the disclosure of the results of any physical examination and related tests to the Company. I also understand that I may be required to take other tests such as personality and honesty tests, prior to employment and during my employment, to the extent permitted by law. I understand that 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 if bonding may be a condition of hire, I will be so advised either before or after hiring and a bond application will have to be completed.

I understand that the Company may investigate my driving record, my criminal record and my credit depending on the job for which I am being considered 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, personal characteristics and mode of living. 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 current and 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 hereby fully waive any rights or claims I have or may have against my current and 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 I name as personal references to provide the Company with any pertinent information they may have regarding me.

My signature below further acknowledges my understanding that by accepting an offer of employment with the Company, I agree to utilize binding arbitration pursuant to the Federal Arbitration Act as the sole and exclusive means to resolve all Covered Claims which may arise from, relate to, or have any relationship or connection whatsoever with my seeking employment with, employment or termination of employment by, or other association with the Company, whether based on tort, contract, statutory, or equitable law, or otherwise, with the 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, unemployment compensation claims filed with the state, and charges of discrimination filed and pursued with the United States Equal Employment Opportunity Commission (although I understand and agree that if I choose to pursue a claim following the exhaustion of such administrative remedies, that claim shall be subject to the arbitration provisions explained herein). My signature below also specifically acknowledges my agreement to pay one-half the costs of arbitration, including the arbitrator's fees, with the Company to pay the other half. I understand that I am responsible for my own litigation costs, including attorney's fees, expert fees, and related costs, except that I understand that the arbitrator may award my fees if such an award is permitted by the state or federal law under which I proceed in arbitration.

I also understand that the Company also agrees to submit to arbitration any claims it may have against me that it otherwise would be allowed or required to submit to any court or government dispute forum. I also understand and agree that nothing in this Agreement shall prevent the Company or me from obtaining provisional remedies, including but not limited to, injunctive relief to the extent permitted by state law from a court of competent jurisdiction pending final resolution of the dispute pursuant to this Agreement. **I FURTHER UNDERSTAND THAT BY AGREEING TO SUBMIT COVERED CLAIMS TO ARBITRATION, BOTH THE COMPANY AND I GIVE UP OUR RIGHTS TO A JURY TRIAL.** As used herein the term "Company" is defined to include all parent, subsidiary, and affiliated corporations, associated or controlled companies, their successors, predecessors, and assigns, and all past and present officers, directors, agents, stockholders, partners, owners, representatives, employees, attorneys, and employees thereof, other entities, assigns, and all persons acting on, by or through, under or in concert with them.

I understand and agree that "Covered Claims" which the Company and I agree to submit to binding arbitration include, but may not be limited to, all claims, disputes, and/or controversies (except specifically excluded above) related in any way to my employment or my seeking employment and the termination of my employment, including, but not limited to, claims related to my compensation; claims of harassment, discrimination, retaliation, and wrongful discharge based on or arising from any federal, state, or local law, whether constitutional, statutory, or common law or regulation; and all claims arising from or based on Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, as amended, the Americans with Disabilities Act, the Equal Pay Act, the Civil Rights Acts of 1866, 1871, and 1971, the Vietnam Era Veterans Readjustment Act, the Uniformed Services Employment and Reemployment Rights Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the Older Workers Benefit Protection Act, the Immigration Reform and Control Act, the Employment Retirement and Income Security Act, and the Sarbanes-Oxley Act; and, all claims based on all other federal, state, or local statutory or common laws or regulations which would otherwise require or allow resort to any court of law or other governmental dispute resolution forum between me and the Company.

By signing this Agreement, I specifically understand and agree that all Covered Claims required to be submitted to binding arbitration pursuant to this Agreement shall be brought only in my individual capacity or that of the Company. My signature below further represents my specific understanding and agreement that this binding arbitration agreement shall not be construed or interpreted to allow or permit the consolidation or joinder of other claims or controversies involving any other employees with my claims, or permit any claim I may have to proceed as a class action, collective action, private attorney general action or any similar representative action. I further understand and agree that no arbitrator shall have the authority under this Agreement to order any such class, collective, or representative action. **BY SIGNING THIS AGREEMENT, I UNDERSTAND AND AGREE THAT I AM SPECIFICALLY WAIVING ANY SUBSTANTIVE OR PROCEDURAL RIGHTS THAT I MAY HAVE TO BRING AN ACTION AS A CLASS OR COLLECTIVE ACTION.**

I acknowledge that this Agreement is not intended to interfere with my rights to collectively bargain, to engage in protected, concerted activity, or to exercise other rights protected under the National Labor Relations Act, and that I will not be subject to disciplinary action of any kind for opposing the arbitration provisions of this Agreement. The parties agree that the venue for all arbitrations pursuant to this Agreement shall be Harris County, Texas.

In addition to requirements imposed by law, the arbitrator selected by me and the Company to arbitrate any and all covered claims, shall be a retired federal or state court judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. To the extent applicable in civil actions in United States District Courts, the following shall apply and be observed: all rules of pleading, discovery, and evidence (including the right to resolution of the dispute by means of motions for summary judgment and judgment on the pleadings). Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged. As reasonably required to allow full use and benefit of this agreement, the arbitrator shall extend the times set for the giving of notices and setting of hearings. Arbitration awards shall include the arbitrator's written reasoned opinion and, at either party's written request within thirty (30) days after issuance of the award, shall be subject to affirmation, reversal or modification, following review of the record and arguments of the parties by a second arbitrator who shall, as far as practicable, proceed according to the law and procedures applicable to appellate review by the Federal Court of Appeals of a civil judgment following court trial. Should any term or provision, or portion thereof of this arbitration agreement, be declared void or unenforceable, it shall be severed and the remainder of this agreement to arbitrate shall be enforceable. I understand and agree that no implied, oral, or written agreement contrary to the express language of this agreement to arbitrate is valid unless signed by both me and the President of the Company.

I hereby state that all the information that I provided in my application for employment and any other documents completed in connection with my employment and any information provided by me during the interviewing and hiring process is true, complete, and correct. I have withheld nothing that would, if disclosed, affect my application for employment unfavorably. I understand that if I am employed and any information provided is later found to be false, misleading, or incomplete in any respect, I may be dismissed. I 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 for this Company, and that federal immigration laws require me to complete an I-9 Form in this regard.

If hired, I agree as follows: My employment and compensation is terminable at will, is for no definite period, and my employment and compensation may be terminated by either the Company (employer) or me at any time and for any reason whatsoever, with or without good cause or notice. No implied, oral, or written agreements contrary to the express language of this Agreement related to my at-will status are valid unless they are in writing and signed by the President of the Company. No supervisor or representative of the Company, other than the President of the Company, has any authority to make any agreements (oral or written) for employment for any specified period of time or make any agreement contrary to the foregoing. Oral representations made before or after I am hired do not alter this agreement. This agreement is the entire agreement between the Company and me regarding the rights of the Company or me to terminate employment with or without good cause or notice, and this agreement takes the place of all prior and contemporaneous agreements, representations, and understandings by or between me and the Company which are inconsistent with my status as an at-will employee. I understand and agree that any disputes related to the termination of my employment are subject to the arbitration process described above.

If you have any questions regarding this statement, please ask a Company representative before signing. By signing you acknowledge that you have read the above statements and understand the same.

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.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE STATEMENT AND AGREEMENT

Applicant's Signature

Date