



Corporate Headquarters 1775 North 900 West, Salt Lake City, UT 84116  
7301 Burleson Rd, Austin, TX 78744

## APPLICATION FOR EMPLOYMENT

Position desired \_\_\_\_\_  Full Time      Date \_\_\_\_\_  
 Part Time

### WE ARE AN EQUAL OPPORTUNITY EMPLOYER APPLICANT'S STATEMENT

I understand that this application for employment will be given every consideration, but is not a promise of employment.

I understand that if I am hired, my employment will be for no definite period, regardless of the period of payment of my wages. I understand that my employment is at will. I further understand that I have the right to terminate my employment at any time with notice, and the Company has the same right with or without notice. No one other than the President of the Company has the authority to modify this relationship or to make any agreement to the contrary. Any such modification or agreement must be in writing. I understand that the Company reserves the right to require me to submit to a drug/alcohol test prior to employment and at any time during my employment, to the extent permitted by law.

Any claim or dispute arising out of this application, the employment relationship, or the provisions of this Agreement, including but not limited to claims for wages, compensation, benefits, breach of a promise or commitment, common law tort claims, claims of discrimination based on race, sex, national origin, religion, age, disability, marital or family status, medical condition, family or medical leave status, veteran status, and any claims for violation of any federal, state or local, law, statute, regulation or ordinance must be arbitrated as follows. Claims or disputes arising out of employer provided benefits shall be covered by this arbitration agreement unless an appeal provision is specifically defined by a particular benefit plan.

Written notice of any claim or dispute must be provided by Employee to Employer within 300 days of the date Employee first has knowledge of the event giving rise to the claim, otherwise, the claim shall be void and deemed waived even if there is a federal or state statute of limitations which would have given more time to pursue the claim.

Arbitration shall be conducted in accordance with the Federal Arbitration Act and model employment arbitration procedures of the American Arbitration Association. The parties shall split equally the cost of any fees or expenses charged by the American Arbitration Association and the arbitrator selected by the parties. Employer and Employee may attempt to agree on an impartial arbitrator, and upon being unable to do so within two weeks of receiving written notice to arbitrate, shall request a list of seven arbitrators from the American Arbitration Association. Upon receipt of the American Arbitration Association list, Employer and Employee will alternately strike names deemed unacceptable until one name remains. Either party may be represented by legal counsel at their own expense. The parties shall exchange documents relevant to the arbitration, and may subpoena witnesses and documents for arbitration. At least thirty (30) days before the arbitration, the parties must exchange lists of witnesses, including any experts, and copies of all exhibits intended to be used at the arbitration. The arbitrator shall apply the substantive law, and the law of remedies, if applicable, for the state of Texas, or federal law, or both, as applicable to the claims asserted. The arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes, and is authorized to hold pre-hearing conferences by telephone or in person, as the arbitrator deems necessary. The Federal Rules of Evidence shall be applied for all evidence in arbitration. At the close of the arbitration, either party may file a post-hearing brief with the time set for filing determined by the arbitrator. The arbitrator shall render a written award and opinion based on the preponderance of the evidence submitted at the arbitration and any authoritative case law presented by the parties in support of their position. The arbitrator's written award shall be binding on both parties.

Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement or to enforce an arbitration award. A party opposing enforcement of an award may not do so in an enforcement proceeding, but must bring a separate action in any court of competent jurisdiction to set aside the award, where the standard of review will be the same as that applied by an appellate court reviewing a decision of a trial court sitting without a jury.

In the event of any litigation or arbitration related to or arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable and necessary attorneys' fees. I understand that 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 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 request 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 to disclose to the Company all records pertinent to my employment with them.

I hereby state that all of the information that I provide on this application and in any interview is true and accurate. I understand that if I am employed and any such information is later found to be false in any respect, I may be dismissed.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE STATEMENT

\_\_\_\_\_  
Signature of Applicant

### PERSONAL DATA

Name \_\_\_\_\_ Social Security # \_\_\_\_\_

Present Address \_\_\_\_\_ How long have you lived there? \_\_\_\_\_

Previous Address \_\_\_\_\_ How long did you live there? \_\_\_\_\_

Telephone # \_\_\_\_\_ Birth Date \_\_\_\_\_

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

\_\_\_\_\_  
Date you can begin work: \_\_\_\_\_ Expected Compensation: \_\_\_\_\_

Do you have any friends or relatives working here?  Yes  No If yes, please give name and relationship:

How do you get to and from work? \_\_\_\_\_

Do you have a valid driver's license?  Yes  No Licenses # \_\_\_\_\_ State \_\_\_\_\_ Exp. Date \_\_\_\_\_

## EMERGENCY CONTACT INFORMATION

In case of an accident or other emergency, who should we contact?

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Telephone# \_\_\_\_\_

Home Address \_\_\_\_\_

Work Address \_\_\_\_\_ Telephone # \_\_\_\_\_

## RECORD OF PREVIOUS EMPLOYMENT

Please list the names of your previous employers in chronological order with present or last employer listed first. Be sure to account for all periods of time including military service and any period of unemployment. If self-employed, give firm name and supply business references.

Name of Present or Last Employer \_\_\_\_\_ Date Employed, From \_\_\_\_\_ To \_\_\_\_\_

Starting Pay \$ \_\_\_\_\_ Final Pay \$ \_\_\_\_\_ Title/Position \_\_\_\_\_

Address \_\_\_\_\_ Last Supervisor \_\_\_\_\_ Telephone # \_\_\_\_\_ Reason for leaving \_\_\_\_\_

Previous Employer \_\_\_\_\_ Date Employed, From \_\_\_\_\_ To \_\_\_\_\_ Starting \_\_\_\_\_

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Previous Employer \_\_\_\_\_ Date Employed, From \_\_\_\_\_ To \_\_\_\_\_ Starting \_\_\_\_\_

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Previous Employer \_\_\_\_\_ Date Employed, From \_\_\_\_\_ To \_\_\_\_\_ Starting \_\_\_\_\_

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

\_\_\_\_\_  
Please explain any gaps in your employment history:

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

\_\_\_\_\_  
**PROFESSIONAL REFERENCES**

Please list previous direct supervisors.

Name \_\_\_\_\_ Company and Job Title \_\_\_\_\_

Telephone # \_\_\_\_\_ # of Years Known \_\_\_\_\_

Name \_\_\_\_\_ Company and Job Title \_\_\_\_\_

Telephone # \_\_\_\_\_ # of Years Known \_\_\_\_\_

Name \_\_\_\_\_ Company and Job Title \_\_\_\_\_

Telephone # \_\_\_\_\_ # of Years Known \_\_\_\_\_

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 RE-APPLY

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

Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_