

APPLICATION FOR EMPLOYMENT

Position Desired: _____ [] Part time [] Full time Date _____

Name _____
 (Print) Last First Middle

Present Address _____ How long have you lived there? _____
 Street and Number City State Years Months

Previous Address _____ How long did you live there? _____
 Street and Number City State Years Months

Telephone No. _____ Social Security No. _____

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

Have you been convicted of any misdemeanor or felony in the last seven years? [] Yes [] No
 If Yes, please give the date(s) and details: _____

NOTE: 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, 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.)

RECORD OF PREVIOUS EMPLOYMENT

Please list the names of your present or 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. [Add additional page if necessary]

Present or Last Employer	Employed From (mo/yr)	Pay Start \$	Your Title or Position	Reason for Leaving
Address	To (mo/yr)	Final \$	Name and Title of Last Supervisor	
City, State, Zip Code				
Telephone				
Previous Employer	Employed From (mo/yr)	Pay Start \$	Your Title or Position	Reason for Leaving
Address	To (mo/yr)	Final \$	Name and Title of Last Supervisor	
City, State, Zip Code				
Telephone				

Previous Employer	<u>Employed From</u> (mo/yr)	<u>Pay Start</u> \$	<u>Your Title or Position</u>	<u>Reason for Leaving</u>
Address				
City, State, Zip Code				
Telephone				
	<u>To (mo/yr)</u>	<u>Final</u> \$	<u>Name and Title of Last Supervisor</u>	

Previous Employer	<u>Employed From</u> (mo/yr)	<u>Pay Start</u> \$	<u>Your Title or Position</u>	<u>Reason for Leaving</u>
Address				
City, State, Zip Code				
Telephone				
	<u>To (mo/yr)</u>	<u>Final</u> \$	<u>Name and Title of Last Supervisor</u>	

Previous Employer	<u>Employed From</u> (mo/yr)	<u>Pay Start</u> \$	<u>Your Title or Position</u>	<u>Reason for Leaving</u>
Address				
City, State, Zip Code				
Telephone				
	<u>To (mo/yr)</u>	<u>Final</u> \$	<u>Name and Title of Last Supervisor</u>	

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: _____

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

Please indicate any actual experience, special training and qualifications that you have which you feel are relevant to the position for which you are applying. _____

Have you ever used another name? Yes No Is any additional information relative to change of name, use of an assumed name, or nickname necessary to enable a check on your work and educational record? If yes, please explain:

If hired, can you furnish proof that you are over 18 years of age? Yes No

Are you capable of satisfactorily performing the essential job duties required of the position for which you are applying? Yes No

Do you have adequate transportation to and from work? Yes No

How many days of work have you missed in the last three years due to reasons other than paid holidays and vacation?

YEAR _____	NUMBER OF DAYS _____
YEAR _____	NUMBER OF DAYS _____
YEAR _____	NUMBER OF DAYS _____

EDUCATION

School Name	Years Completed (Circle)	Diploma/Degree	Describe Course of Study or Major	Describe Specialized Training, Experience, Skills and Extra-Curricular Activities
Elementary:	4 5 6 7 8			
High School:	9 10 11 12			
College/University:	1 2 3 4			
Graduate/Professional:	1 2 3 4			
Trade or Correspondence:				
Other:				

PERSONAL REFERENCES

Please list persons who know you well -- not previous employers or relatives

Name	Occupation	Address (Street, City and State)	Telephone Number	Number 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 REAPPLY.

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

Date

Signature of Applicant

Motor Vehicle Report Release Form

I authorize Archie Cochrane Motors, Inc. and PFG/Hoiness LaBar Insurance to obtain a copy of my motor vehicle record to evaluate my insurability or for other permissible uses related to my employment.

By signing this disclosure, I hereby authorize Archie Cochrane Motors, Inc. and PFG/Hoiness LaBar Insurance to procure these records on a periodic basis or as deemed necessary to evaluate my continuing insurability

Information provided as on current valid Driver's License (please print clearly)

Applicant or Employee Name _____

Driver's License #: _____

State of Issuance: _____

Date of Birth: _____

Signature

Date

DRUG TEST CONSENT AND RELEASE AGREEMENT

I, _____, agree in consideration of my promotion to or consideration for the position of _____ (hereafter "position") with Archie Cochrane Motors, Inc. (hereafter "Company"), to undergo a drug test at the Company's discretion. I understand that the Company believes such agreement to testing is a necessary condition to promotion to or consideration for position and the most effective way to promote an efficient, productive work force free from drugs or other chemical dependency, to maintain a high level of morale, to protect the Company's public image, and to ensure the successful operation of the Company and the safety of its employees and the public.

I further agree to release Archie Cochrane Motors, Inc., a Montana corporation, its officers, directors, and employees from any liability whatsoever and to waive any legal claims I may have against Archie Cochrane Motors, Inc., a Montana corporation, related, subsidiary, and affiliated corporations and business entities (including, but not limited to, Company), and each of their past or present officers, directors, and employees, arising from the testing requirement, the procedures used to conduct such tests, including without limitation, the sampling of urine, the results of such test or action taken by the Company as a result thereof.

I agree to be bound by the provisions of the Company's Substance Abuse policies, as same may from time to time be amended.

I understand and acknowledge that the Company's purpose in such testing is to avoid the loss of productivity, avoid harm to morale brought about by poor performance, eliminate the potential for accidents to employees and the public at large, avoid damage to the public image of the Company created by alcohol or drug use, and maintain an unimpaired work force. I also understand that I can choose not to further pursue the position described above or not to be further considered for employment and that no testing will be performed. I agree that a positive test can, at the Company's sole option, result in my termination, referral to an EAP program, or non-employment.

Employee/Applicant Signature

Date

APPLICANT'S STATEMENT & AGREEMENT:

In the event of my employment to a position at this Company, I will comply with all rules and regulations 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 passing of a physical examination and a test for the presence of alcohol in my system, performed by a doctor selected by the Company. Further, I understand that at any time after I am hired, the Company may require me to submit to a physical examination and an alcohol test, to the extent permitted by law. I consent to the disclosure of the results of physical examinations 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. 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 bonding may be a condition of hire. If it is, I will be so advised either before or after hiring and a bond application will have to be completed.

I understand and agree that, in connection with this application and at any time during my employment, the Company may investigate my driving record and my criminal record. 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 hereby fully waive any rights or claims I 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 herein as personal references to provide the Company with any pertinent information they may have regarding myself.

I hereby state that all the information that I provided on the attached application or any other documents filled out in connection with my employment, and in any interview is true and correct. I have withheld nothing that would, if disclosed, affect my application unfavorably. I understand that if I am employed and any such information is later found to be false 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, and that federal immigration laws require me to complete an I-9 Form in this regard.

If hired, I agree as follows: My employment with the Company is terminable at will, is for no definite period, and may be terminated by either myself, or by the Company at its option at any time, for any reason whatsoever, with or without good cause. Consequently, all terms and conditions of my employment may be changed or withdrawn at the Company's unrestricted option at any time, with or without good cause. No implied, oral or written agreements contrary to the express language of this agreement are valid unless they are in writing signed by the President of the Company (or majority owner or owners if the 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 the Company is not a corporation), has any authority to make any agreements contrary to the foregoing. This agreement is the entire agreement between the Company and myself regarding the right of the Company or myself to terminate employment with or without good cause, and this agreement takes the place of all prior and contemporaneous agreements, representations, and understandings of the employee and the Company.

I agree that any claim, dispute, and/or controversy (including, but not limited to, any and all claims of discrimination and harassment) which would otherwise require or allow resort to any court or other governmental agency or dispute resolution forum between myself and the Company (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) 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 on 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, and claims for medical and disability benefits under the workers compensation laws) shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the Montana arbitration provisions as set forth in the Montana Code Annotated, § 27-5-11, et seq., as governed and preempted by the Federal Arbitration Act. The Arbitrator shall be governed by the Federal Rules of Civil Procedure and Evidence. The following shall also apply and be observed: all rules of pleading (including the right of dismissal), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under the Federal Rules of Civil Procedure. Resolution of the dispute shall be based solely upon the laws 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. As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. Pursuant to Montana Code Annotated § 27-5-312 and § 27-5-313, the arbitration decision and/or award shall be subject to set aside or modified following review of the record and arguments of the parties.

I UNDERSTAND BY AGREEING TO THIS BINDING ARBITRATION PROVISION, BOTH I AND THE COMPANY GIVE UP OUR RIGHT TO TRIAL BY JURY.

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 and understand the same.

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

Signature

Date

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Information provided as on current valid Driver's License (please print clearly)

Applicant or Employee Name _____

Driver's License #: _____

State of Issuance: _____

Date of Birth: _____

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I authorize the persons named herein as personal references to provide the Company with any pertinent information they may have regarding myself.

I hereby state that all the information that I provided on the attached application or any other documents filled out in connection with my employment, and in any interview is true and correct. I have withheld nothing that would, if disclosed, affect my application unfavorably. I understand that if I am employed and any such information is later found to be false 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, and that federal immigration laws require me to complete an I-9 Form in this regard.

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I agree that any claim, dispute, and/or controversy (including, but not limited to, any and all claims of discrimination and harassment) which would otherwise require or allow resort to any court or other governmental agency or dispute resolution forum between myself and the Company (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) 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 on 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, and claims for medical and disability benefits under the workers compensation laws) shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the Montana arbitration provisions as set forth in the Montana Code Annotated, § 27-5-11, et seq., as governed and preempted by the Federal Arbitration Act. The Arbitrator shall be governed by the Federal Rules of Civil Procedure and Evidence. The following shall also apply and be observed: all rules of pleading (including the right of dismissal), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under the Federal Rules of Civil Procedure. Resolution of the dispute shall be based solely upon the laws 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. As reasonably required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. Pursuant to Montana Code Annotated § 27-5-312 and § 27-5-313, the arbitration decision and/or award shall be subject to set aside or modified following review of the record and arguments of the parties.

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