

Cogswell Motors

APPLICATION FOR EMPLOYMENT ARKANSAS

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

Name _____
(Print) Last First Middle

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

Previous Address _____
Street and Number City State
How long did you live there? _____
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 ever pled guilty, or no contest to, or been convicted of a felony or misdemeanor? [] Yes [] No

If Yes, please give the date(s) and details: _____

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

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

DATE

SIGNATURE OF APPLICANT

APPLICANT'S STATEMENT & AGREEMENT

In the event of my employment to a position in 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 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. 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 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, 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 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 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 also acknowledge that the Company utilizes a system of alternative dispute resolution that involves binding arbitration to resolve all disputes that 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 (including, but not limited to, any claims of discrimination and harassment, whether they be based on the Arkansas Civil Rights Act, Title VII of the Civil Rights Act of 1964, as amended, as well as all other state or federal laws or regulations) 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 the 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 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, claims for medical and disability benefits under Workers' Compensation, and Unemployment Compensation claims filed with the state) shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act. However in addition to requirements imposed by law, any arbitrator herein shall be a retired Arkansas Circuit 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). **[IF APPLICABLE: The employee acknowledges and agrees that the nature and scope of the employment encompasses interstate commerce such that the Federal Arbitration Act is applicable.]** 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. Awards shall include the arbitrator's written reasoned opinion and, at either party's written request within 10 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 Arkansas Court of Appeals of a civil judgment following court trial. Should any term or provision, or portion thereof, be declared void or unenforceable it shall be severed and the remainder of this agreement shall be enforceable. **I UNDERSTAND THAT BY VOLUNTARILY AGREEING TO THIS BINDING ARBITRATION PROVISION, BOTH I AND THE COMPANY GIVE UP OUR RIGHTS TO TRIAL BY JURY OF ANY CLAIM I OR THE COMPANY MAY HAVE AGAINST EACH OTHER.**

I hereby state that all the information that I provided on this 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 this application unfavorably. I understand that if I am employed and any such information is later found to be false 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, 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 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 any authority to make any agreements contrary to the foregoing. This agreement is the entire agreement between the Company and the employee regarding the rights of the Company or employee 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.

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 OF APPLICANT

DATE