

COGSWELL MOTORS APPLICATION FOR EMPLOYMENT Arkansas

Equal Employment Opportunity Policy: We are committed to providing equal employment opportunities to all employees and applicants without regard to race, religion, color, sex, ancestry or national origin, citizenship status, uniform service member status, age, genetic information, gender or the presence of any sensory, mental, or physical disability or any other protected status in accordance with all applicable federal, state and local laws.

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

Name (Print)	Last	First	Middle
Present Address	Street and Number	City	State Zip Code
Previous Address	Street and Number	City	State Zip Code

How long have you lived there? _____

Years Months

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 misdemeanor or felony? [] Yes [] No
If yes, please give the date(s) and details: _____

Have you been arrested for any matters for which you are currently 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 infractions, and convictions for which the record has been sealed or expunged in answering these questions).

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

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

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

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

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. 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 and during my employment. I understand that should I decline to sign this consent or 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 further understand that the Company may obtain Public Records about me as part of a background investigation and that I may waive my right to receive a copy of such Public Records by checking the box to the right [].

I further understand that the Company may contact my previous employers. 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 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 hereby state that all the information that I have provided on this application or any other documents completed in connection with my employment, and in any interview is true and accurate. I have withheld nothing that would, if disclosed, affect this application unfavorably. I understand that if I am employed and any information provided to the Company is 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.

I further agree and acknowledgment that the Company and I will utilize binding arbitration as the sole and exclusive means to resolve all disputes that may arise out of or be related in any way to my employment and application for employment, including but not limited to the termination of my employment and my compensation. The Company and I each specifically waive and relinquish our right to bring a claim against the other in a court of law, and this waiver shall be equally binding on any person who represents or seeks to represent me or the Company in a lawsuit against the other in a court of law. Both I and the Company agree that any claim, dispute, and/or controversy that I may have against Company (or its owners, directors, officers, managers, employees, or agents), or the Company may have against me, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act ("FAA"). The FAA applies to this agreement because the Company's business involves interstate commerce. Included within the scope of this Agreement are all disputes, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination, harassment and/or retaliation, whether they be based on Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, or any other state or federal law or regulation), equitable law, or otherwise. The only exception to the requirement of binding arbitration shall be for claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for unemployment compensation benefits, claims for medical and disability benefits under the state workers' compensation law, or as may otherwise be required by state or federal law. However, nothing herein shall prevent me from filing and pursuing proceedings before the United States Equal Employment Opportunity Commission, or similar state or local agency (although if I choose to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement). By this binding arbitration provision, both I and the Company give up our right to trial by jury of any claim I or the Company may have against each other.

All claims brought under this binding arbitration agreement shall be brought in the individual capacity of the myself or the Company. This binding arbitration agreement shall not be construed to allow or permit the consolidation or joinder of other claims or controversies involving any other employees, or permit such claims or controversies to proceed as a class action, collective action, private attorney general action or any similar representative action. No arbitrator shall have the authority under this agreement to order any such class or representative action. By signing this agreement, I am agreeing to waive any substantive or procedural rights that I may have to bring an action on a class, collective, private attorney general, representative or other similar basis. However, due to the nature of this waiver, the Company has provided me with the ability to choose to retain these rights by affirmatively checking the box at the end of this paragraph. Accordingly, I expressly agree to waive any right I may have to bring an action on a class, collective, private attorney general, representative or other similar basis, unless I check this box: []

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.

This is the entire agreement between the Company and me regarding dispute resolution, the length of my employment, and the reasons for termination of employment, and this agreement supersedes any and all prior agreements regarding these issues. It is further agreed and understood that any agreement contrary to the foregoing must be entered into, in writing, by myself and the President of the Company. No supervisor or representative of the Company, other than its President, has any authority to enter into any agreement for employment for any specified period of time or make any agreement contrary to the foregoing. Oral representations made before or after you are hired do not alter this Agreement.

If any term or provision, or portion of this Agreement is declared void or unenforceable it shall be severed and the remainder of this Agreement shall be enforceable.

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