



APPLICATION FOR EMPLOYMENT

FOR OFFICE USE ONLY:

Position: _____

Pay Rate: _____

Date of Hire: _____

Orientation Date: _____

B: _____

Name: _____
 (Print) Last First Middle

Department: Any Tours Estate Services Gift Shop Maintenance Operations
 Office Clerk Sales/Marketing Accounting Other

	SAT	SUN	MON	TUE	WED	THU	FRI
Hours Available	FROM						
	TO						

School Breaks &/or Holidays _____ Only Weekends Full Time Part Time

Present Address: _____
 Street and Number City State Zip Code

Telephone No.: _____ Cell Phone #: _____ E-Mail: _____

How did you hear about us? _____

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 currently are out on bail or on your own recognizance pending trial? Yes No

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

Are you capable of satisfactorily performing the essential job duties required of the position for which you are applying?

Yes No

Have you ever used another name? Yes No Is 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:

Have you ever been terminated or asked to resign from any job? Yes No

If yes, please explain circumstances: _____

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

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, any conviction for which probation has been successfully completed or otherwise discharged and the case has been judicially dismissed, referrals to and participation in any pretrial or post trial diversion programs, and marijuana-related offenses that occurred over two years ago 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 military service and any period of unemployment. If self-employed, give firm name and supply business references. [Use space at end of Application or add additional page(s) if necessary]

Present or Last Employer _____ Address _____ City, State, Zip Code _____ Telephone _____	Employed _____ From (mo/yr) _____ To (mo/yr)	Your Title or Position _____ _____ Name and Title of Last Supervisor	Exact Reason for Leaving
Present or Last Employer _____ Address _____ City, State, Zip Code _____ Telephone _____	Employed _____ From (mo/yr) _____ To (mo/yr)	Your Title or Position _____ _____ Name and Title of Last Supervisor	Exact Reason for Leaving

Please explain fully any gaps in your employment history:

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.

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

If under 18, can you provide valid work permit? Yes No

If a driver's license is required for the position for which you are applying, do you have a current valid driver's license?

Yes No Issuing State: _____ License No.: _____ Expiration Date: _____

Education	Years Completed	Diploma/Degree	Study or Major	Training, Skills and Activities
High School:	9 10 11 12			
College/University:	1 2 3 4			
Graduate/Profesional:	1 2 3 4			
Trade or Correspondence:				
Other:				

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 INFORMATION THAT I HAVE PROVIDED ON THIS APPLICATION IS TRUE, ACCURATE, AND COMPLETE.

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 or alcohol 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 an internal 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 or provided by me in connection with my application or employment, or in any interview is true, accurate and complete. 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 further agree and acknowledge that the Company utilizes a system of alternative dispute resolution which involves binding arbitration to resolve all disputes which 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, I and the Company both agree that any claim, dispute, and/or controversy that either party may have against one another (including, but not limited to, any claims of discrimination and harassment, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, as well as all other applicable state or federal laws or regulations) which would otherwise require or allow resort to any court or other governmental dispute resolution forum between myself and the Company (or its Partners, 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, claims for medical and disability benefits under the California Workers' Compensation Act, and Employment Development Department claims) shall be submitted to and determined exclusively by binding arbitration. In order to provide for the efficient and timely adjudication of claims, the arbitrator is prohibited from consolidating the claims of others into one proceeding. This means that an arbitrator will hear only my individual claims and does not have the authority to fashion a proceeding as a class or collective action or to award relief to a group of employees in one proceeding. Thus, the Company has the right to defeat any attempt by me to file or join other employees in a class, collective, representative, or joint action lawsuit or arbitration (collectively "class claims"), to the maximum extent permitted by law. I further understand that I will not be disciplined, discharged, or otherwise retaliated against for exercising my rights under Section 7 of the National Labor Relations Act, including but not limited to challenging the limitation on a class, collective, representative, or joint action. I understand and agree that nothing in this agreement shall be construed so as to preclude me from filing any administrative charge with, or from participating in any investigation of a charge conducted by, any government agency such as the Department of Fair Employment and Housing and/or the Equal Employment Opportunity Commission; however, after I exhaust such administrative process/investigation, I understand and agree that I must pursue any such claims through this binding arbitration procedure. I acknowledge that the Company's business and the nature of my employment in that business affect interstate commerce. I agree that the arbitration and this Agreement shall be controlled by the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. sec 1280 et seq., including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery). However, in addition to requirements imposed by law, any arbitrator herein shall be a retired California Superior 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 California courts, the following shall apply and be observed: all rules of pleading (including the right of demurrer), 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 Code of Civil Procedure Section 631.8. 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 in accordance with Cal. Civil Code Section 47(b). 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. If CCP § 1284.2 conflicts with other substantive statutory provisions or controlling case law, the allocation of costs and arbitrator fees shall be governed by said statutory provisions or controlling case law instead of CCP § 1284.2. **I understand and agree to this binding arbitration provision, and both the Company and I give up our right to trial by jury of any claim the Company or I may have against each other. Both the Company and I agree that any arbitration proceeding must move forward under the Federal Arbitration Act (9 U.S.C. §§ 3-4) even though the claims may also involve or relate to parties who are not parties to the arbitration agreement and/or claims that are not subject to arbitration: thus, the court may not refuse to enforce this arbitration agreement and may not stay the arbitration proceeding despite the provisions of California Code of Civil Procedure § 1281.2(c).**

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 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, and signed by the a majority of the Partners of the Company. No supervisor or representative of the Company, other than a majority of the Partners, 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 & AGREEMENT, PLEASE ASK A COMPANY REPRESENTATIVE BEFORE SIGNING. DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE STATEMENT & AGREEMENT. I HEREBY ACKNOWLEDGE THAT I HAVE READ THE ABOVE STATEMENTS, AND THAT I UNDERSTAND AND AGREE TO SAME.

Signature of Applicant

Date