APPLICATION FOR EMPLOYMENT FOR AT-WILL EMPLOYMENT WITH GS ENTERPRISES, INC



Colorado Basemeñ

Waterproofing Solutions

Crawl Space & Basement Specialists®

| Position Desired: | | | [] Part time [] Full time Date | | | | |
|-------------------------|-----------------------|----------------|--------------------------------|-----------------|-------------------------|------------|-----------------------|
| Name | | | | | | | |
| (Print) Present | Last | | First | | Middle How long have | | |
| Address | | | | | you lived there? | | |
| Stre | et and Number | City | State | Zip Code | How long did | Years | Months |
| Address | | | | | you live there? | | |
| | et and Number | City | State | Zip Code | , | Years | Months |
| Telephone N | No | | | | email: | | |
| Have you ev | ver applied to our co | ompany befo | ore? []\ | /es []No | | | |
| Have you ev | ver worked for this | Company be | fore? []` | Yes []No | | | |
| lf Yes, pleas | se give dates and p | osition: | | | | | |
| Salary Desir | red for the position | you are appl | ying for tod | ay? | | | |
| Have you ev | ver pled guilty or "n | o contest" to | , or been co | onvicted of any | v law violation? | []Yes [] | No |
| lf Yes, pleas | se give the date(s) a | and details: _ | | | | | |
| Have you be []Yes [] | | / matters for | which you | are currently o | ut on bail or on your | own recogr | nizance pending trial |
| | | | | | | | |

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 <u>all</u> periods of time including military service and any period of unemployment. If self-employed, give firm name and supply business references. <u>Fully complete each section</u>. Attach an additional page if necessary.

| Exact Reason for Leaving |
|--------------------------|
| |
| |
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| |

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

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:

If presently employed, why are you seeking a job change?

Which of your various jobs did you like the best? And the least? Please explain your answers.

What kind of people annoy you?_____

Describe why you are interested in working for our company, and list all skills which you believe qualify you for a position with us. Please be sure to include any actual experience, special training and qualifications.

Do you type? [] Yes [] No. Number of words per minute.

Do you have any computer or word processing training/experience? [] Yes [] No If yes, please describe.

What languages do you speak fluently?

Have you ever used another name? [] Yes [] No If Yes, Please list all other names and the date(s) you used each name.

If hired, can you furnish proof that you are 18 years of age or older? [] Yes [] No

If hired, can you furnish proof of your eligibility to legally work in the United States? [] Yes [] No

Are you capable of satisfactorily performing the essential job duties required of the position with or without reasonable accommodation, for which you are applying? [] Yes [] No

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

Are you able and willing to travel and work overtime as needed? [] Yes [] No

Are you able and willing to relocate? [] Yes [] No

Are there any days or hours you would be unable or unwilling to work? [] Yes [] No If yes, please indicate.

Are you willing and able to abide by all safety rules of this company? [] Yes [] No

Is there any reason you are unable or unwilling to report to work on time every day? [] 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: | 45678 | | | |
| High School: | 9 10 11 12 | | | |
| College/University: | 1234 | | | |
| Graduate/Professional: | 1234 | | | |
| 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 |
|------|------------|-------------------------------------|---------------------|-----------------------------|
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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 ANSWERS AND STATEMENTS I HAVE MADE ON THIS APPLICATION (AND OTHER ACCOMPANYING INFORMATION SUCH AS A RESUME), ARE TRUE AND COMPLETE WITHOUT OMMISSIONS. I UNDERSTAND THAT ANY FALSIFICATION, MISREPRESENTATION OR OMISSION OF FACT ON THIS APPLICATION (OR OTHER ACCOMPANYING DOCUMENTS SUCH AS A RESUME AND ANY INFORMATION PROVIDED DURING ANY INTERVIEWS), WILL BE CAUSE FOR DENIAL OF EMPLOYMENT OR IMMEDIATE TERMINATION OF EMPLOYMENT, REGARDLESS OF WHEN OR HOW DISCOVERED, AND MAY RESULT IN MY DISMISSAL IF DISCOVERED AT A LATER DATE. I UNDERSTAND THAT THIS APPLICATION, ANY VERBAL STATEMENTS MADE BY MANAGEMENT, OR SUBSEQUENT EMPLOYMENT DOES NOT CREATE AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT, NOR GUARANTEE EMPLOYMENT FOR ANY DEFINITE PERIOD OF TIME. I UNDERSTAND THAT IF I AM HIRED, IT WILL BE AT THE WILL OF THE EMPLOYER AND MY EMPLOYMENT MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT REASON, AND WITH OR WITHOUT NOTICE.

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 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 further agree and acknowledge that the Company and I will utilize binding arbitration to resolve all disputes that may arise out of the employment context. Both the Company and I agree that any claim, dispute, and/or controversy that either I may have against the Company (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) or the Company may have against me, arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with the Company shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the Colorado Revised Statutes 13-22-201 et seg. and all of the Act's other mandatory and permissive rights to discovery. 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 and harassment, whether they be based on the Colorado Antidiscrimination Act, Title VII of the Civil Rights Act of 1964, as amended, or any other state or federal law or regulation), equitable law, or otherwise, with 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 Colorado Workers' Compensation Act, Division of Employment and Training unemployment claims, or as otherwise required by state or federal law. However, nothing herein shall prevent me from filing and pursuing proceedings before the Colorado Civil Rights Division or the United States Equal Employment Opportunity Commission (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). In addition to any other requirements imposed by law, the arbitrator selected shall be a retired Colorado District Court Judge, or otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. All rules of pleading, all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, and judgment on the pleadings shall apply and be observed. 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'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. I understand and agree to this binding arbitration provision and 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.

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 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 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