



APPLICATION FOR EMPLOYMENT

All applicants are considered for all positions without regard to race, color, creed, religion, sex, national origin, citizenship status, ancestry, age, marital status, veteran status, physical or mental disability, pregnancy, medical condition, sexual orientation, or any other legally protected status. By completing this application, you are seeking to join a team of hardworking professionals dedicated to consistently delivering outstanding service to our customers and contributing to the financial success of the company, its clients, and its employees. Equal access to programs, services and employment is available to all qualified persons. Those applicants requiring accommodation to complete the application and/or interview process should contact a management representative.

Position(s) applied for	Company Applying with	Application Date
Last Name	First Name	Middle Name
Address	City	State Zip Code
E-mail Address	Nickname	
Home Telephone Number	Cell Telephone Number	Other Telephone Number

EMPLOYMENT EXPERIENCE

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]

Name of Employer	Dates Employed		Supervisor Name:	Job Title and Duties	Reason for Leaving
	From Month/Year	To Month/Year			
			Supervisor Telephone:		
Address of Employer:	Pay Rate		Supervisor Email:		
	Starting	Final	May we contact Supervisor?		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Name of Employer	Dates Employed		Supervisor Name:	Job Title and Duties	Reason for Leaving
	From Month/Year	To Month/Year			
			Supervisor Telephone:		
Address of Employer:	Pay Rate		Supervisor Email:		
	Starting	Final	May we contact Supervisor?		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		
Name of Employer	Dates Employed		Supervisor Name:	Job Title and Duties	Reason for Leaving
	From Month/Year	To Month/Year			
			Supervisor Telephone:		
Address of Employer:	Pay Rate		Supervisor Email:		
	Starting	Final	May we contact Supervisor?		
			<input type="checkbox"/> Yes <input type="checkbox"/> No		

Have you ever been involuntarily terminated or asked to resign from any job?..... ☐ Yes ☐ No
 If yes, please explain: _____

Please explain any gaps in your employment history: _____

Please list any other experience, job related skills, additional languages, or other qualifications that you believe should be considered in evaluating your qualifications for employment.

EDUCATION

Please describe your educational background in the table provided below.

School Name	Years Completed	Diploma/Degree	Describe Course of Study or Major	Describe Specialized Training, Experience, Skills and Extra-Curricular Activities
High School:	<input type="checkbox"/> 9 <input type="checkbox"/> 10 <input type="checkbox"/> 11 <input type="checkbox"/> 12	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Address of School:				
College/University:	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Address of School:				
Graduate/Professional:	<input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Address of School:				
Trade or Correspondence:		<input type="checkbox"/> Yes <input type="checkbox"/> No		
Address of School:				
Other:		<input type="checkbox"/> Yes <input type="checkbox"/> No		
Address of School:				

PROFESSIONAL CERTIFICATIONS OR LICENSES

Please list your professional certifications and/or licenses in the table provided below.

Organization Name	Type of Certification	Obtained From	Date Obtained	Date Expires

PROFESSIONAL REFERENCES

Please list three professional references of individuals; **do not include personal friends or relatives.**

Name	Address	Telephone Number

GENERAL INFORMATION

1. Have you ever used another name? ☐ Yes ☐ No
2. Is any additional information relative to name changes, use of an assumed name, or nickname necessary to enable a check on your work and educational record? ☐ Yes ☐ No
If yes to either of the above, please explain: _____
3. Have you ever worked for this company before?..... ☐ Yes ☐ No
If yes, please give dates and position: _____
4. Do you have friends and/or relatives working for this company? ☐ Yes ☐ No
If yes, name(s) and relationship(s): _____
5. On what date are you available to begin work? _____
6. Days/Hours available to work: _____
7. Are you available to work?.....☐ Full-time.....☐ Part-time.....☐ Shift Work.....☐ Temporary
8. Minimum salary required?.....Per Hour \$_____Per Month \$_____
9. If hired, would you have a reliable means of transportation to and from work? ☐ Yes ☐ No
10. Can you travel if the position requires it? ☐ Yes ☐ No
11. Can you relocate if the position requires it? ☐ Yes ☐ No
12. Are you at least 18 years old?..... ☐ Yes ☐ No
Note: If under 18, hire is subject to verification that you are of minimum legal age.
13. If hired, can you present evidence of your identity and legal right to live and work in this country? ☐ Yes ☐ No
14. Are you able to perform the essential job functions of the job for which you are applying with or without reasonable accommodation?..... ☐ Yes ☐ No
Note: We comply with the ADA and consider reasonable accommodation measures that may be necessary for qualified applicants/employees to perform essential job functions.

Complete questions 15 and 16 unless you are seeking employment in San Francisco, CA.

15. * 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:

16. * 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 questions 15 or 16 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, any convictions for which the record has been sealed or expunged, any conviction for which the conviction has been judicially dismissed, referrals to and participation in any pretrial or post trial diversion programs, and misdemeanor marijuana-related offenses that occurred over two years ago in answering these questions.

This application for employment shall be considered active for a period of time not to exceed 45 days. Any applicant wishing to be considered for employment beyond this time period should inquire as to whether or not applications are being accepted at that time.

APPLICANT STATEMENT AND AGREEMENT

Please read and initial each paragraph below. If there is anything that you do not understand, please ask.

_____ I hereby authorize the Company to thoroughly investigate my references, work record, education and other matters related to my suitability for employment and, further, authorize the prior employers and references I have listed to disclose to the Company any and all letters, reports and other information related to my work records, without giving me prior notice of such disclosure. In addition, I hereby release the Company, my former employers and all other persons, corporations, partnerships and associations from any and all claims, demands or liabilities arising out of or in any way related to such investigation or disclosure.

_____ In the event of my employment with the Company, I understand that I am required to comply with all rules and regulations of the 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 voluntarily submit to the drug and/or alcohol screening and understand that the presence of drugs or alcohol in my system may disqualify me from further consideration of employment with this company, or may result in termination of my employment with the company.

_____ I 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 the physical examination and related tests to the Company. I understand that should I decline to sign this consent or take any of the above tests, my application for employment may be rejected. 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 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.

_____ If hired, I understand and agree that my employment with the Company is at-will, and that neither I nor the Company is committed to continuing the employment relationship for any specific term. I further understand that the Company or I may terminate the employment relationship at any time, with or without cause, and with or without notice. I understand that the at-will status of my employment cannot be amended, modified, or altered in any way by oral statements or in any other way, but can only be altered by written amendment signed by the Owner/President of this Company. I also understand that the Company and its client are co-employers and that, if hired, I will be co-employed by both companies and the companies shall share employment responsibilities.

_____ I understand that safety of employees is extremely important to the Company and that the Company is committed to ensuring a safe working environment. I understand that I, and every employee, have a responsibility to prevent accidents and injuries by observing all safety procedures and guidelines and following the directions of my site supervisor. I understand and agree to comply with federal, state, and local regulations related to on-the-job safety and health. I also recognize that an effective safety program extends beyond normal working hours. Safety should be promoted within the family and in off-the-job activities. I understand and agree to adhere to safety practices while performing my job. A copy of the Injury and Illness Prevention Plan will be provided to me upon my request.

_____ I understand that any offer of employment is contingent upon agreement to and signing of the Company's Arbitration Agreement, a copy of which is provided on page 8 of this packet for my review.

_____ I hereby certify that I have not knowingly withheld any information that might adversely affect my chances for employment and that the answers given by me are true and correct to the best of my knowledge. I further certify that I, the undersigned applicant, have personally completed this application. I understand that any omission or misstatement of material fact on this application or on any document used to secure employment shall be grounds for rejection of this application or for immediate discharge if I am employed, regardless of the time elapsed before discovery.

_____ I understand that if I am 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 understand that if any term, provision, or portion of this Agreement is declared void or unenforceable, it shall be severed and the remainder of this Agreement shall be enforceable.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

Signature: _____

Date: _____

Printed Name: _____

City/State: _____

BACKGROUND CHECK AUTHORIZATION

The following information is required by law enforcement agencies and other entities for identification purposes when checking records. It is confidential and will not be used for any other purpose.

Company Name: _____ Position Applied For: _____

Full Legal Name: _____ Social Security #: _____

Other Names You Have Used: _____ ☐ Male ☐ Female

Drivers License #: _____ Issuing State: _____ Date of Birth (MM/DD/YY): _____

Address History	City	State	Zip	County	From/To

PROFESSIONAL LICENSE VERIFICATION:

Organization Name	Type of License	License Number	State	Date Obtained	Date Expires

DISCLOSURE

The Company will procure a consumer report and/or investigative consumer report on you in connection with your application. A consumer-reporting agency will obtain the report for the Company. The report may contain information bearing on your character, general reputation, personal characteristics, mode of living and credit standing. The types of information that may be obtained include but are not limited to: credit reports, social security number verification, criminal records checks, public court records checks, driving records checks, educational records checks, verification of employment positions held, personal and professional references checks, licensing and certification checks, etc. The information contained in the report will be obtained from private and/or public record sources, including sources identified by you or through interviews or correspondence with your past or present coworkers, neighbors, friends, associates, current or former employers, educational institutions or other acquaintances. The nature and scope of any investigative consumer reports that may be requested is explained above. You are nonetheless entitled to request more information about the nature and scope of such reports by submitting a written request to the Compliance Department of the consumer reporting agency.

The Company is furnishing you with a summary of your rights under the Fair Credit Reporting Act in a form prescribed by the Federal Trade Commission. California Residents or Employees: You may view the file maintained on you by the consumer reporting agency. You may also obtain a copy of this file upon submitting proper identification and paying the costs of duplication services, by appearing at the consumer reporting agency office in person, during normal business hours and on reasonable notice, or by mail; you may also receive a summary of the file by telephone. The consumer reporting agency has trained personnel available to explain your file to you, including any coded information. If you appear in person, you may be accompanied by one other person, provided that person furnishes proper identification.

AUTHORIZATION

I have carefully read and understand the Background Check Authorization form. By my signature below, I consent to the release of consumer reports and investigative consumer reports prepared by a consumer reporting agency to the Company. I understand that if the Company hires me, my consent will apply throughout my employment unless I revoke or cancel it by sending a signed letter to the Compliance Department of the consumer reporting agency. I understand that, to the extent allowed by law, information contained in my job application or otherwise disclosed by me before, during or after my employment, if any, may be utilized for the purposes of obtaining consumer reports or investigative consumer reports.

By my signature below, I also authorize the disclosure of information concerning my employment history, earnings history, education, credit history, credit capacity and credit standing, motor vehicle history and standing, criminal history, and all other information deemed pertinent by the consumer reporting agency to the agency by the following: past or present employers; learning institutions, including colleges and universities; law enforcement agencies; federal, state and local courts; the military; credit bureaus; and motor vehicle records agencies.

For residents of or for jobs located in California, Minnesota and Oklahoma only: You will be provided with a free copy of any consumer reports or investigative consumer reports if you check the box below. You may obtain information or copies from the Company's investigative report file at any time prior to your receipt of such copies, to the extent available, by contacting the Compliance Department.

☐ I request a copy of the report. If checked, email address required: _____

Signature of Applicant _____ Date _____

For contact information for the consumer reporting agency used for any background checks applicable to your application, please contact the Company.

SUMMARY OF RIGHTS UNDER THE FAIR CREDIT REPORTING ACT

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
 - **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.
- In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
 - **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer-reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
 - **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer agency may continue to report information it has verified as accurate.
 - **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer-reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
 - **Access to your file is limited.** A consumer-reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
 - **You must give your consent for reports to be provided to employers.** A consumer-reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.
 - **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-5-OPTOUT.
 - **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
 - **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.ftc.gov/credit.
 - **States may enforce the FCRA, and many states have their own consumer reporting laws.** In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	PLEASE CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center – FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word “National” or initials “N.A.” appear in or after bank’s name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word “Federal” or initials “F.S.B.” appear in federal institution’s name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words “Federal Credit Union” appear in institution’s name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation, Office of Financial Management Washington, DC 20590 202-366-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator- GIPSA Washington, DC 20250 202-720-7051

EMPLOYEE PROFILE

Last Name	First Name	Middle Name	
Social Security Number	Date of Birth	Nickname	
Physical Address	City	State	Zip Code
Mailing Address	City	State	Zip Code
E-mail Address		<input type="checkbox"/> Male <input type="checkbox"/> Female	
Home Telephone Number	Cell Telephone Number	Other Telephone Number	

IN CASE OF EMERGENCY

Last Name	First Name	Middle Name	
Physical Address	City	State	Zip Code
Home Telephone Number	Cell Telephone Number	Relationship	

BENEFICIARY DESIGNATION

(Please note: Completing this designation is optional. Authorization may be withdrawn or the designee may be changed at any time by providing written notice of the change to the Company.)

In the event of my death, I, _____, hereby designate _____
First Name

_____ to receive any and all paychecks that may be due to me.
Middle Name Last Name Relationship

VEHICLE INSURANCE COVERAGE

Since it is against the law to drive a motor vehicle without at least public liability insurance coverage and a valid driver's license, the Company could potentially experience a high degree of liability in the event of a vehicle accident on company time. Because of the potential liability factor, our insurance carrier has advised us to caution all employees regarding these issues.

In order to be assured that our employees are protected in the event of an auto accident, you are required to have the minimum State required motor vehicle insurance coverage on your vehicles that are to be used for Company business. Company business may include customer visits, travel to Company sponsored business events, etc.

No employee is authorized to drive any vehicle on Company business without current proper State required vehicle insurance and possession of a current valid driver's license.

Please attach a current copy of your valid driver's license as well as a copy of proof of insurance.

If you have any questions regarding this policy, please contact your Human Resources Department.

ACKNOWLEDGEMENT

I understand that it is my responsibility to immediately notify the Company of any changes to my insurance coverage or driver's license validity.

☐ I have attached a copy of my valid Driver's License.

Driver's License #: _____

Expiration Date: _____

☐ I have attached a copy of proof of vehicle insurance.

Policy #: _____

Expiration Date: _____

Name of Insurance Company: _____

Signature: _____

Date: _____

Printed Name: _____

ALTERNATIVE DISPUTE RESOLUTION AGREEMENT

The term "Company" refers to Santa Maria Tire.

I agree and acknowledge 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/or any other relationship with Company, including but not limited to the termination of employment and compensation. I and the Company each specifically waive and relinquish their 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 the Company (or its owners, directors, officers, managers, employees, or agents), or Company may have against me, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act ("FAA"), 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). 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 the California Fair Employment and Housing 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. 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 medical and disability benefits under the California Workers' Compensation Act, Employment Development Department claims, or as may otherwise be required by state or federal law. However, nothing herein shall prevent me from filing and pursuing proceedings before the California Department of Fair Employment and Housing, 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). By this binding arbitration provision, both I and the Company give up their right to trial by jury of any claim I or the Company may have against the other. This agreement is not intended to interfere with my rights to collectively bargain, to engage in protected, concerted activity, or to exercise other rights protected under the National Labor Relations Act.

In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or an 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 (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 shall apply and be observed. 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.

Resolution of all disputes 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. Within thirty days of the arbitrator's final written opinion and order, the opinion shall be subject to affirmation, reversal or modification, at either party's written request, 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 California Court of Appeal of a civil judgment following court trial.

This is the entire agreement between the Company and me regarding dispute resolution, 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 Employee and the President(s) of Company. No supervisor or representative of Company, other than its President(s), has any authority to enter into any agreement contrary to the foregoing. Oral representations made before or after employment do not alter this Agreement.

I understand and acknowledge that the terms of this Agreement include a waiver of 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 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.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

Employee's Signature

Employee's Printed Name

Date