Application for Employment

NOTICE TO APPLICANTS: Federal and State law requires that all applicants be considered without regard to race, religion, color, sex, age or national origin. We believe in and fully support the principals of Equal Employment Opportunity and the Americans With Disabilities Act.

FOR CONSIDERATION OF THIS APPLICATION, YOU MUST FILL IN ALL INFORMATION. DO NOT LEAVE ANY AREAS BLANK EVEN IF YOU HAVE A RESUME. BE SURE TO EXECUTE ALL AREAS OF THIS APPLICATION WHERE YOUR SIGNATURE IS REQUIRED.

PERSONAL INFORMATION

Date:	Social Security Nun	Social Security Number:	
Name:			
(Last)	(First)	(Middle Int.)	
Address:			
Home Phone:	Cell Phone:		
Driver's License:			

GENERAL INFORMATION

Position you are applying for:		
Management	Administrative	
Clerical	Housekeeper	
Maintenance	Driver	
Wait Staff	Cook	
Other		
If applying for part-time work, specif	y hours desired by day:	
Sun:, Mon:, Tue:, V	Wed:, Thr:, Fri:,	Sat:
Expected starting wage: \$	per hour/week	
How did you hear of this position? _		
Have you worked with us before? You	es, No, Date:	
Presently, do you have any relatives who? Name:		=
EDU	CATIONAL HISTORY	
Name of High School:	City:	State:
Date graduated:		
G.E.D. Yes: No:	Date of G.E.D.:	
Name of College:	City:	State:
Graduated: Yes No No	umber of years completed:	
Associates:, Bachelors:,	Masters:	
Maior:	Minor:	

	City:	State:
Date Graduate	ed:	
le to the work you ar	e applying for:	
. AND/OR PROFESS	SIONAL REFERENCE	<u>:S</u>
	·	
		_
	Date Graduate ning, additional school le to the work you are AND/OR PROFESS Address	City: Date Graduated: ning, additional schooling or education awa le to the work you are applying for: AND/OR PROFESSIONAL REFERENCE Address Relationship

Misrepresentation of any fact or qualification on this application, your resume or during a pre-employment interview will be reason for discharge and may result in your being separated by the company.

CURRENT AND PREVIOUS EMPLOYMENT

May v	ve contact your previous employer?	Yes	No
May v	ve contact your current employer?	Yes	No
When	will you be available to start work?		
List in	order beginning with your most recent of	r current emp	oloyer:
1.	Company Name:		
	Address:		
	Phone Number:		
	Position (Job/Title):	Dates (fro	om-to):
	Voluntary Quit Fired		Lack of Work
	Supervisor's Name and Title:		
2.	Company Name:		
	Address:		
	Phone Number:		
	Position (Job/Title):	Dates (fro	om-to):
	Voluntary Quit Fired		Lack of Work
	Supervisor's Name and Title:		
3.	Company Name:		
	Address:		
	Phone Number:		
	Position (Job/Title):	Dates (fro	om-to):
	Voluntary Quit Fired		Lack of Work
	Supervisor's Name and Title:		

MILITARY

None If none, please check here and skip this section	
Branch:	From-To:
Discharge Type:	Rank at discharge:
Duties relevant to position applying for:	

GENERAL

YES	NO	
	D	o you smoke?
	A	re you 18 or older?
	D	o you have a legal right to work in the US?
	A	re you willing to work any shift required of you?
	A	re you willing to work during lunch, evenings, weekends, and holidays?
	A	re you willing to work overtime?
	Н	lave you ever managed people? If yes, how many?
		lave you ever been convicted of a felony? If yes, list convictions and ates:
	(Such convid	ctions will not absolutely bar employment, but will only be considered in relation to specific job requirements.)
		lave you ever been convicted of any crime involving theft, embezzlement r physical violence?
	D	o you have reliable transportation to work?
		<u>ADMINISTRATIVE</u>
	A	re you a Notary Public?
	Н	low many words per minute do you type? WPM
	W	Vith what type of word processing software do you have experience?
	W	/ith what computer software are you familiar?
		Vith what other office machines, hardware, software, fax, copiers, phone vstems, or other office procedures are you familiar?

<u>OTHER</u>

 _ Do you have a dependable vehicle available for your use?
What kind of vehicle do you drive? Year Make
 Are you willing to use your own vehicle in the performance of your job? If no, explain:
 _ Do you have a Chauffeurs License?
 _ Do you have a Commercial Drivers License (CDL)?
 _ How many points are currently on your driving record?
 Have you ever been convicted of driving while impaired, (DUI), or reckless driving? If yes, explain:
 Have you ever been involved in an accident where you were at fault? If yes, explain:
 Your job may require you to lift up to 50#. Can you perform this job duty for the position you are applying?

APPLICANT: PLEASE READ AND SIGN BELOW

"AT WILL" EMPLOYMENT DOCTRINE

I am aware that this application does not in any way constitute a contract or agreement of any kind. I agree, and I am fully aware if I am employed that my employment and my compensation may be terminated at any time, with or without reason and with or without prior notice by either me or this employer. I am aware that no supervisor, manager, or other representative of this employer other than the President has any authority to enter into any employment agreement with me for any reason or for any specific period of time, or to make any agreement contrary to the foregoing provisions; and further, that any such agreement must be made in writing by the President. I submit that the information provided by me in this application for employment is true and complete. I am aware that if I am employed any false, missing, or even misleading statements may be considered a reason for possible discipline up to and including immediate discharge.

Pre-Employment Testing

As an applicant of this Company, I am fully aware and I completely understand that the Department of Labor permits non-remunerated pre-employment testing. I am aware and agree that I may be reviewed/tested and not paid for any review/test period required by this Company. I am also aware, agree and understand that I am **NOT** an employee of this Company during this review/testing period and that I am **NOT** performing work or services, in any way. If I have been determined to have passed my pre-employment reviewing/testing period, as solely determined by management, and then received and accepted an offer of employment from this Company, only then can I be considered an employee and my remuneration begins at that time.

Signature of applicant	Date	
Full name of applicant (please print)	Social Security Number	
Peninsular Realty, Inc.	Date	

RECORDS RELEASE

To whom it may concern:

I hereby release all of my previous employers of any and all liability related to the disclosure of any information regarding my employment history provided to the bearer of this document.

I hereby request that my medical records and/or previous employment records and/or police/criminal court records relating to any pending felony charges and all criminal convictions as may be obtained from an examination of your files, be released to the bearer of this agreement.

This employer is also hereby authorized to conduct an investigation of my previous employment history, personal history, and/or credit and financial records employing investigative or credit agencies or bureaus of their choice subject to the provisions of the Fair Credit Reporting Act.

I hereby waive any and all rights which I may have against you, your company, clinic, department, court, or any officers or employees by reason of furnishing such records; and I also agree to hold harmless, in the event of damages suffered from the release of this information, the medical clinic, hospital, company or court releasing such information as well as the company or individual(s) to receive this information.

Signature of applicant	Date	
Full name of applicant (please print)	Social Security Number	
Peninsular Realty, Inc.	Date	

NOTICE OF AND RELEASE FOR SUBSTANCE ABUSE TESTING

NOTICE OF SUBSTANCE ABUSE TESTING

All individuals who apply and are being considered for employment with our Company as well as, other employees of the company may be tested for substance abuse before hire. When required, applicants may not be hired until after the successful completion of testing for substance abuse. Any substance abuse testing will be by urine and/or blood sample and/or use of a breathalyzer. If the first test is positive for any drug use, the sample will be tested a second time by another reliable method that is specific for the substance detected. Prior to the test, you will have an opportunity to provide information about all drugs or medication recently taken.

RELEASE AND WAIVER OF ALL LIABILITY FOR SUBSTANCE ABUSE TESTING

I have read, I am aware of, and I understand the Company's policy on substance abuse testing I further am aware and understand that I may be required to provide a urine and/or blood sample and/or use a breathalyzer I give my free and voluntary consent to the substance abuse testing and to the release of all test results and other information to the Company.

In signing this statement and in consideration for the right to be an applicant for hire with the Company, I, for myself, personal representatives, assigns, and heirs, hereby release and hold harmless (including attorney fees) the Company, its successors, assigns, subsidiaries and affiliates, officer, directors, agents, and employees, from any and all liability for injuries to person, property, and/or reputation suffered by me as a result of any possible substance abuse test(s); and as a result the release of the test results and other medical information to the Company.

Further, I warrant that the following statements are true and correct and I acknowledge that the Company has relied on them in giving the undersigned consideration as an applicant for hire:

- 1. No oral representations, statements, or inducements apart from the foregoing written statement have been made to me.
- 2. I declare that I am not currently taking any controlled narcotic substance whatsoever and do not use any illegal drugs, including marijuana, cocaine, or heroin.
- 3. I am aware, understand and agree that positive findings for illegal drugs will disqualify me for employment with the Company.

I understand, I am aware, and agree that I may be required to take one or more drug tests as a condition of hiring or continued employment. I agree to take such examinations at such time as designated by the Company and to release the Company, its officers, or employees from any claim arising in connection with the use of such examinations.

I have read this notice of and release for substance abuse testing. I am aware and understand what it says. By voluntarily signing below, I agree to it.

Signature of applicant	Date
Full name of applicant (please print)	Social Security Number
Peninsular Realty, Inc.	Date

CONSENT AND RELEASE FROM LIABILITY

I understand that Peninsular Realty, Inc., has a policy against the possession, sale, and use of illegal drugs and controlled substances by its applicants and employees. I further understand that Peninsular Realty, Inc., is committed to a drug free workforce and has adopted a drug-testing program as one method of implementing that policy.

I hereby consent to the taking of my hair samples by Peninsular Realty, Inc., or its agents for purposes of the above drug-testing laboratory (the "Laboratory") that is designated by Peninsular Realty, Inc. I release and discharge Peninsular Realty, Inc., from any claim or liability arising from such test including the testing process and procedures, the analysis, and disclosure of the results.

I hereby further consent to the release of any test reports on such samples or other related medical information from the Laboratory to Peninsular Realty, Inc., for the assessment of my employment application/employment status I do hereby release the Laboratory, its officers, employees, agents, and representatives from any and all liabilities arising from the authorized release of use of the information derived from or contained in my test results.

Finally, I understand that Peninsular Realty, Inc., implements as a condition of employment, an employee drug testing program that Peninsular Realty, Inc., reserves the right to drug test at any time during the course of my employment.

Signature of applicant	Date
Full name of applicant (please print)	Social Security Number
Peninsular Realty, Inc.	Date

NON-COMPETE AGREEMENT

In consideration for my employment and training with Peninsular Realty, Inc., (hereinafter referred to as the "Company"), to provide for the mutual security and benefit of the Company and its employees, the undersigned hereby agrees as part of his/her overall employment relationship (including any agency or outside contractor relationship, by law) to the following with respect to his/her future conduct:

- 1. Will faithfully perform the duties assigned to me to the best of my ability, devote my full and undivided time to the Company's business, make such prompt, complete and accurate reports of my work and expenses as the Company may require, and promptly remit to the Company all monies of the Company coming into my possession and not engage nor be interested in any other business which detracts from or conflict with my employment.
- 2. During my employment with the Company and at all times thereafter, I shall keep confidential within the Company all information relating to the Company's techniques, methods and mode of operations, including, but not limited to names of, or information relative to any past, present, or prospective customers of the Company's business. Further, I shall also keep confidential within the Company all Company records, papers, or information except in connection with the promotion of the Company's business.
- 3. I expressly acknowledge and agree that all documents and tangible things generated in the course of my employment are the property of the Company. Upon termination of employment, for any reason, I will deliver to the Company such documents and tangible things including, without limitation, diaries, phone lists, documents containing customer lists, customer information, product information, pricing, information as to the source of services and financial information of the Company or its customers.
- 4. If at any time within three (3) years after the termination of my employment with the Company, for any reason, I directly or indirectly solicit and/or service, for myself or any other person, firm or corporation, any customer or identifiable prospective customer of the Company, I agree to immediately purchase from the company the good will associated with such customer or prospective customer. The price of said good will shall be an amount of cash equal to five (5) times the fee or cost of such customer's annualized contract, fee, cost products, or agreement value.

Signature of applicant	Date
Full name of applicant (please print)	Social Security Number
Peninsular Realty, Inc.	Date