



**REFRIGERATED & DRY FREIGHT**  
P.O. BOX 5985 SANTA MARIA, CA 93456  
PHONE: 805.310.4598 FAX: 805.928.4295

**TITLE:** TRUCK DRIVER

**SUMMARY:**

RESPONSIBLE FOR THE SAFE AND CORRECT OPERATION OF LARGE TRACTOR/TRAILER TRUCKS WITH A GROSS VEHICLE WEIGHT UP TO 80,000 POUNDS.

**QUALIFICATIONS:**

- VALID COMMERCIAL DRIVERS LICENSE WITH DOUBLES & TRIPLES ENDORSEMENT, CLEAN DMV RECORD.
- BASIC MATH SKILLS
- ABLE TO IDENTIFY ORDERS TO BE UNLOADED
- ABLE TO READ, WRITE AND SPEAK ENGLISH
- ABLE TO READ ROAD MAPS.
- ABLE TO SAFELY OPERATE AND MAINTAIN TRUCKS ACCORDING TO D.O.T. STANDARDS.

**ESSENTIAL FUNCTIONS:**

- SAFE AND CORRECT OPERATION OF TRUCKS.
- SAFELY AND CORRECTLY LOAD/UNLOAD TRAILER AND TIE DOWN LOAD.
- CORRECTLY DISTRIBUTE TRAILER LOAD COMPLY WITH STATE AND FEDERAL REGULATIONS.
- ACCURATELY MAINTAIN LOG BOOK, WHEN REQUIRED.
- PICK UP AND DELIVER PRODUCT AND PACKING.
- OPERATE FORKLIFT SAFELY AND CORRECTLY TO LOAD/UNLOAD PRODUCT AS REQUIRED.
- FOLLOW DELIVERY INSTRUCTIONS, COMPLETE DRIVERS LOG AND OTHER NECESSARY FORMS.
- PERFORM DUTIES IN ACCORDANCE WITH ESTABLISHED SAFETY STANDARDS AND PROPER VEHICLE OPERATION TECHNIQUES.

**PHYSICAL DEMANDS:**

- ABLE TO LIFT UP TO 100 POUNDS



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**LANGUAGE**

THIS AGREEMENT SHALL BE INTERPRETED IN THE ENGLISH LANGUAGE. IF ANY OF THE SIGNATORIES HERETO DO NOT SPEAK NOR UNDERSTAND THE ENGLISH LANGUAGE, THEY **SPECIFICALLY ACKNOWLEDGE THAT THEY HAVE TAKEN THIS AGREEMENT** WITH THEM OUT OF THE OFFICE WHERE IT WAS OBTAINED TO HAVE IT EXPLAINED AND DISCUSSED IN THEIR PRIMARY LANGUAGE BY THEIR ADVISORS, ATTORNEY, ACCOUNTANT OR OTHER TRUSTED INDIVIDUAL. **REPRESENTATIVES OF A & B TRUCKING ARE NOT AUTHORIZED TO MAKE ANY ORAL AGREEMENTS OR ASSURANCES. DO NOT SIGN THIS AGREEMENT IF YOU BELIEVE THAT THERE ARE ANY AGREEMENTS OF UNDERSTANDING BETWEEN THE DRIVER AND A & B TRUCKING THAT ARE NOT SET FORTH IN WRITING IN THIS AGREEMENT OR IN OTHER DOCUMENTS. REPRESENTATIVES OF A & B TRUKING ARE EXPRESSLY NOT ABLE TO DISCUSS THE LEGAL MEANING OF THIS AGREEMENT AND ARE SPECIFICALLY NOT AUTHORIZED TO DISCUSS THE LEGAL AFFECT, OR OTHER ISSUES RAISED BY ITS TERMS.**



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**HOW TO SET UP A CONTRACT WITH A & B TRUCKING:**

- STEP 1: WE NEED A COPY OF YOUR CLASS A DRIVERS LICENSE.
- STEP 2: WE NEED A COPY OF YOUR MEDICAL CARD (GREEN CARD).
- STEP 3: WE NEED A COPY OF YOUR SOCIAL SECURITY CARD.
- STEP 4: WE NEED A COPY OF YOUR W-9 TAX FORM.
- STEP 5: WE NEED THE ORIGINAL CONTRACT GIVEN BY A & B TRUCKING SIGNED AND COMPLETELY FILLED OUT.

**STEPS TO FOLLOW AFTER COMPLETING APPLICATION:**

- STEP 1: DRIVER MUST PASS A PRE-EMPLOYMENT DRUG TEST.
- STEP 2: DRIVER MUST PASS A PRE-EMPLOYMENT DRIVING TEST.

**DRIVERS RESPONSIBILITIES:**

DRIVERS MUST FULFILL ALL REQUIREMENTS LISTED ABOVE. DRIVER MUST PASS RANDOM DRUG TEST AT ALL TIMES TO CONTINUE EMPLOYMENT. DRIVERS IS 100 % RESPONSIBLE OF THE EQUIPMENT WHICH HE OPERATES. ANY DAMAGES DONE TO COMPANY EQUIPMENT DUE TO DRIVER LACK OF RESPONSIBILITY WILL BE CHARGED DIRECTLY TO THE DRIVER. IN THE EVENT ANY DAMAGES OCCUR DUE TO DRIVERS LACK OF RESPONSIBILTY, HE OR SHE WILL BE RESPONSIBLE FOR THE INSURANCE DEDUCTIBLE. EMPLOYMENT HAS A SIX-MONTH PROBATION PERIOD, IF DRIVERS FAILS TO COMPLY WITH ANY OF THE ABOVE REQUIREMENTS, HE OR SHE MAY BE TERMINATED FROM EMPLOYMENT IMMEDIATELY WITHOUT ANY WRITTEN CONSENT. IF DRIVER RECEIVES THREE WRITTEN NOTICE OF MISCONDUCT OR LACK OF RESPONSIBILTIY HE OR SHE WILL BE TERMINATED FROM EMPLOYMENT.

I \_\_\_\_\_ AGREE WITH THE EMPLOYMENT CONDITIONS LISTED ABOVE AND HAVE READ UNDERSTAND TO THE BEST OF MY KNOWLEDGE THE EMPLOYMENT APPLICATION.

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



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NAME OF APPLICANT: \_\_\_\_\_ SSN: \_\_\_\_\_

I HEREBY CERTIFY THAT ALL INFORMATION ON THIS FORM IS CORRECT AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I HEREBY AUTHORIZE A & B TRUCKING TO DO A COMPLETE BACKGROUND INVESTIGATION IN ACCORDANCE WITH STATE AND FEDERAL LAWS. I AUTHORIZE RELEASE OF ANY INFORMATION, INCLUDING ALL INFORMATION RELATED TO MY ALCOHOL AND CONTROLLED SUBSTANCES TESTING AND TRAINING RECORDS REQUIRED BY THE FEDERAL HIGHWAY ADMINISTRATION (FHWA) 49 CFR PARTS 391 OR 382, INCLUDING BUT NOT LIMITED TO: (I) ALCOHOL TESTS WITH A RESULT OF 0.04 OR HIGHER; (II) VERIFIED POSITIVE DRUGS TESTS; (III) REFUSALS TO BE TESTED (INCLUDING VERIFIED ADULTERATED OR SUBSTITUTED RESULTS); (IV) OTHER VIOLATIONS OF DOT DRUG AND ALCOHOL TESTING REGULATIONS; (V) INFORMATION OBTAINED FROM PREVIOUS EMPLOYERS OF A DRUG AND ALCOHOL RULE VIOLATIONS(S) BY ANY PAST OR CURRENT EMPLOYERS. I HEREBY RELEASE ALL SUCH PERSONS FROM ANY LIABILITY OR DAMAGES. I CONSENT TO THE PROCUREMENT AND USE OF ANY CONSUMER REPORTS, INCLUDING REPORTS FROM DAC SERVICES, INC., DEEMED NECESSARY BY A & B TRUCKING IN THEIR CONSIDERATION OF MY EMPLOYMENT.

A & B TRUCKING HAS LISTED BELOW THE REQUIREMENTS THAT MUST BE MET IN ORDER TO MAKE A FINAL OFFER OF EMPLOYMENT. YOU MUST COMPLETE AND PASS A PRE-EMPLOYMENT DRUG SCREEN, PHYSICAL AND FUNCTIONAL CAPACITY TEST. YOU WILL ALSO BE REQUIRED TO FURNISH THE FOLLOWING ITEMS LISTED FOR ORIENTATION: AN ORIGINAL SOCIAL SECURITY CARD, VALID CLASS A CDL, TWO FORMS OF IDENTIFICATION FOR I-9 PAPERWORK, AND A CANCELLED OR VOIDED CHECK FOR DIRECT DEPOSIT. I UNDERSTAND THAT I HAVE THE RIGHT TO REVIEW INFORMATION PROVIDED BY PREVIOUS EMPLOYERS, HAVE ERRORS CORRECTED BY PREVIOUS EMPLOYER AND RESUBMITTED TO A & B TRUCKING AND/ OR HAVE A REBUTTAL STATEMENT ATTACHED TO ERRONEOUS INFORMATION IF MY PREVIOUS EMPLOYER AND I CANNOT AGREE ON THE ACCURACY OF THE INFORMATION. I UNDERSTAND THAT I MUST REQUEST PAST EMPLOYER INFORMATION OBTAINED BY A & B TRUCKING IN WRITING WITHIN 30-DAYS OF MY APPLICATION.

APPLICANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



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**GENERAL INFORMATION**

FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_ MIDDLE INITIAL: \_\_\_\_\_  
HOME ADDRESS: \_\_\_\_\_  
HOME CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIPCODE: \_\_\_\_\_  
E-MAIL ADDRESS: \_\_\_\_\_  
HOME PHONE: \_\_\_\_\_ CELLPHONE: \_\_\_\_\_  
DATE OF BIRTH: \_\_\_\_\_ SOCIAL SECURITY: \_\_\_\_\_  
ARE YOU A US CITIZEN? YES: \_\_\_\_\_ NO: \_\_\_\_\_  
DO YOU HAVE THE LEGAL RIGHT TO WORK IN THE USA? YES: \_\_\_\_\_ NO: \_\_\_\_\_  
DO YOU SMOKE? YES: \_\_\_\_\_ NO: \_\_\_\_\_

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**CDL INFORMATION**

CDL NUMBER: \_\_\_\_\_ STATE: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_  
ENDORSEMENTS: HAZ-MAT \_\_\_\_\_ DOUBLES/TRIPLES \_\_\_\_\_ TANKS \_\_\_\_\_  
HAS YOUR CDL EVER BEEN REVOKED? YES: \_\_\_\_\_ NO: \_\_\_\_\_  
IF YES EXPLAIN: \_\_\_\_\_  
\_\_\_\_\_

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**DRIVING EXPERIENCE**

- 1) ARE YOU A TRUCK SCHOOL GRADUATE? YES: \_\_\_\_\_ NO: \_\_\_\_\_
- 2) IF NO, HOW MANY YEARS OF DRIVING EXPERIENCE DO YOU HAVE? \_\_\_\_\_
- 3) DO YOU HAVE EXPERIENCE WITH REFRIGERATED FREIGHT? YES: \_\_\_\_\_ NO: \_\_\_\_\_

4) WHAT TYPE OF EXPERIENCE DO YOU HAVE? \_\_\_\_\_

\_\_\_\_\_

5) NUMBER OF TRAFFIC VIOLATIONS IN THE PAST THREE YEARS? \_\_\_\_\_

EXPLAIN: \_\_\_\_\_

6) NUMBER OF ACCIDENTS IN THE PAST THREE YEARS? \_\_\_\_\_

EXPLAIN: \_\_\_\_\_

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## **WORK HISTORY**

### PRESENT OR PREVIOUS EMPLOYER:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_ PHONE (INCLUDE AREA CODE): \_\_\_\_\_

STARTING DATE: \_\_\_\_\_ ENDING DATE: \_\_\_\_\_

REASON FOR LEAVING: \_\_\_\_\_

POSITION HELD: \_\_\_\_\_

### PREVIOUS EMPLOYER:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_ PHONE (INCLUDE AREA CODE): \_\_\_\_\_

STARTING DATE: \_\_\_\_\_ ENDING DATE: \_\_\_\_\_

REASON FOR LEAVING: \_\_\_\_\_

POSITION HELD: \_\_\_\_\_

### PREVIOUS EMPLOYER:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

ZIP: \_\_\_\_\_ PHONE (INCLUDE AREA CODE): \_\_\_\_\_

STARTING DATE: \_\_\_\_\_ ENDING DATE: \_\_\_\_\_

REASON FOR LEAVING: \_\_\_\_\_

POSITION HELD: \_\_\_\_\_

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## **CRIMINAL HISTORY**

1. HAVE YOU EVER BEEN CONVICTED OF A FELONY? YES: \_\_\_\_\_ NO: \_\_\_\_\_

IF YES, WHEN? EXPLAIN: \_\_\_\_\_

\_\_\_\_\_

2. DO YOU HAVE PENDING DUI CHARGES? YES: \_\_\_\_\_ NO: \_\_\_\_\_

IF YES, WHEN EXPLAIN: \_\_\_\_\_

\_\_\_\_\_

3. HAVE YOU EVER BEEN DENIED A LICENSE OR PERMIT FOR OPERATING A MOTOR VEHICLE? YES: \_\_\_\_\_ NO: \_\_\_\_\_  
IF YES, WHEN EXPLAIN: \_\_\_\_\_  
\_\_\_\_\_
4. HAS YOUR LICENSE OR PERMIT EVER BEEN SUSPENDED/ REVOKED? YES: \_\_\_\_\_ NO: \_\_\_\_\_  
IF YES, WHEN EXPLAIN: \_\_\_\_\_  
\_\_\_\_\_
5. HAVE YOU BEEN CONVICTED, OR ARE THERE CHARGES PENDING, FOR RECKLESS DRIVING? YES: \_\_\_\_\_ NO: \_\_\_\_\_  
IF YES, WHEN? EXPLAIN: \_\_\_\_\_  
\_\_\_\_\_
6. HAVE YOU EVER BEEN REFUSED ANY TYPE OF INSURANCE OR BEEN DENIED BONDING? YES: \_\_\_\_\_ NO: \_\_\_\_\_  
IF YES, WHEN? EXPLAIN: \_\_\_\_\_  
\_\_\_\_\_
7. HAVE YOU EVER BEEN DISCHARGED OR SUSPENDED WHILE WORKING FOR ANOTHER EMPLOYER? YES: \_\_\_\_\_ NO: \_\_\_\_\_  
IF YES, WHEN? EXPLAIN: \_\_\_\_\_  
\_\_\_\_\_

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**LANGUAGES**

WHAT IS YOUR PRIMARY LANGUAGE? \_\_\_\_\_

WHAT OTHER LANUAGES CAN YOU COMMUNICATE IN?

1. \_\_\_\_\_ READ YES: \_\_\_\_\_ NO: \_\_\_\_\_  
WRITE YES: \_\_\_\_\_ NO: \_\_\_\_\_  
SPEAK YES: \_\_\_\_\_ NO: \_\_\_\_\_
2. \_\_\_\_\_ READ YES: \_\_\_\_\_ NO: \_\_\_\_\_  
WRITE YES: \_\_\_\_\_ NO: \_\_\_\_\_  
SPEAK YES: \_\_\_\_\_ NO: \_\_\_\_\_
3. \_\_\_\_\_ READ YES: \_\_\_\_\_ NO: \_\_\_\_\_  
WRITE YES: \_\_\_\_\_ NO: \_\_\_\_\_  
SPEAK YES: \_\_\_\_\_ NO: \_\_\_\_\_

**PERSONAL QUESTIONS**

1. IF EMPLOYED, WHAT ARE YOUR EXPECTATIONS? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. WHAT ARE YOUR PLANS FOR THE FUTURE IN REGARDS OF YOUR COMMERCIAL DRIVERS LICENSE? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. ADDITIONAL COMMENTS? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. WHEN WILL YOU BE READY TO START WORKING? \_\_\_\_\_

**PLEASE SUBMIT THE FOLLOWING DOCUMENTS ALONG WITH YOUR APPLICATION**

1. A CLEAN/ CLEAR COPY OF YOUR DRIVER LICENSE.
2. A CLEAN/ CLEAR COPY OF YOUR SOCIAL SECURITY NUMBER.
3. A CLEAN/ CLEAR COPY OF YOUR MEDICAL CARD/ GREEN CARD.
4. A CLEAN/ CLEAR COPY OF YOUR DMV PRINTOUT.

**PLEASE READ THE FOLLOWING AND SIGN AND DATE**

I CERTIFY THAT I PERSONALLY COMPLETED THIS APPLICATION FOR THE PURPOSE OF EMPLOYEMENT AND THAT ALL THE INFORMATION PROVIDED IS TRUE AND CORRECT. I UNDERSTAND THAT THE INFORMATION IN THIS FORM WILL BE USED AND THAT PRIOR EMPLOYEES WILL BE CONTACTED FOR PURPOSES OF INVESTIGATION AS REQUIRED BY 391.23 OF THE MOTOR CARRIER SAFETY REGULATIONS, AND THAT A COMPLETE BACKGROUND INVESTIGATION WILL BE DONE IN ACCORDANCE WITH FEDERAL STATE LAWS.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_



**INJURIES**

DO YOU HAVE A PRE-EXISTING INJURIES? YES: \_\_\_\_\_ NO: \_\_\_\_\_

IF SO, DO YOU NEED ANY SPECIAL NEEDS FOR COMPANY TO PROVIDE TO MAKE JOB EASIER?

EXPLAIN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PLEASE READ THE FOLLOWING AND SIGN AND DATE**

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SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

**READ & INITIAL**

- \_\_\_\_\_ 1. I authorize investigation of all statements contained in this application form if I am considered for employment and authorized previous employers of references named to give any and all information that may or not be on their records.
- \_\_\_\_\_ 2. I understand that misrepresentation or omission of the facts called for on this form, receipt of unsatisfactory references, or failure to pass a physical exam will be sufficient cause for termination if I shall have been employed.
- \_\_\_\_\_ 3. I understand and agree that I may be required to take a physical examination, including drugs and alcohol testing, at company expense, at any time to determine if I am physically fit for the job I am to perform, and I authorize any physician or hospital to release any information in which may be necessary to determine my ability to perform the duties of a job I am being considered for prior to employment or in the future during my employment with the company.
- \_\_\_\_\_ 4. Although management makes every effort to accommodate individual's preferences, business needs may at times make the following conditions mandatory; overtime, shift work, a rotating work schedule, or a work schedule other than Monday through Friday. I understand and accept these conditions of my continuing employment.
- \_\_\_\_\_ 5. I understand that this is an application for employment and that no employment contract is being offered.
- \_\_\_\_\_ 6. I understand that if I am employed, such employment is for an indefinite period of time, and that the company can discharge me at any time, with or without reason.

**I ACKNOWLEDGE BY INITIALING THE ABOVE SIX (6) PARAGRAPHS THAT I HAVE READ, UNDERSTOOD AND AGREED TO THEM.**

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**APPLICANT'S CERTIFICATION AND AGREEMENT WITH  
BATALLA ENTERPRISES, INC.  
A DBA OF: A & B TRUCKING**

**READ & INITIAL**

- \_\_\_ 1. I certify that the facts set forth in this Application for Employment are true and complete to the best of my knowledge. I understand false statements on this Application will result in immediate dismissal or removal of my Application from consideration. I authorize the Company to investigate all statements contained in this Application and to secure information about my experience with former employers, education institutions and agencies, and for those parties to provide information concerning my experience, releasing all parties from any liability arising there from.
- \_\_\_ 2. I understand that employment at the Company is "AT WILL", which means that either I or the company can terminate the employment relationship at any time, with or without prior notice, and for any reasons not prohibited by law. All employment is continued on that basis. I understand that no supervisor, manager or executive of the Company, other than the President, has any authority to alter the foregoing and then only in writing.
- \_\_\_ 3. If I am employed by the Company, and my employment is terminated and I believe the termination was wrong and /or violated any of my rights, I and the Company agree to submit any dispute arising out of the termination of my employment exclusively to final and binding arbitration before a neutral arbitrator and not to any court. I and the Company also agree that any claim by me of unlawful harassment or discrimination allegedly occurring in the course of my employment with the Company which cannot be resolved by the Company's internal process and /or with the administrative assistance of the California Department of Fair Employment Housing (DFEH) or the Equal Employment Opportunity Commission (EEOC) will be submitted exclusively to final and binding arbitration and not to any other forum.
- \_\_\_ 4. If I decide to dispute my termination, I agree to deliver a written request for arbitration to the Company within the time limits which would apply to the filing of a civil complaint in court. If the Company does not receive a written request for arbitration from me within the time limits which would apply to the filing of a civil complaint in court; I agree I will have waived any right to raise any claims arising out of the termination of my employment at the Company in arbitration or in any court or other forum.
- \_\_\_ 5. If I and the Company are unable to agree upon a neutral arbitrator, the Company will obtain a list of five (5) arbitrators from a state or federal arbitration services. I (first) and then the Company will alternately strike names from the list until only one name remains; the remaining person shall be the arbitrator. The arbitrator shall be bound by the qualifications and disclosure provisions of the Model Employment Arbitration Procedures of the American Arbitration Association then in effect and shall order such discovery as is appropriate to nature of the claim. The arbitrators shall have the authority to order any legal and equitable remedy which would be available in a civil or administrative action on the claim.
- \_\_\_ 6. Arbitration proceedings shall be held in the city or town where my employment services were performed, at the Company's headquarters, or at any other location mutually agreed upon by me and the Company. The arbitrator shall determine the prevailing party in the arbitration and the costs of the arbitration shall be paid by the non-prevailing party.
- \_\_\_ 7. I and the company agree that if any court of competent jurisdiction declares that any part of this arbitration agreement is illegal, invalid, or unenforceable, such a declaration will not affect the legality, validity, or enforceability of the remaining parts of this agreement and the illegal, invalid, or unenforceable part will no longer be part of this agreement. The provisions of this arbitration agreement shall survive the termination of my employment and any other agreement associated therewith and shall remain in full force and effect thereafter.

**THIS APPLICATION CONTAINS A WAIVER OF YOUR RIGHTS TO A TRIAL BY COURT OR JURY IN A DISPUTED TERMINATION AND/OR FOR CLAIMS OF UNLAWFUL HARASSMENT OR DISCRIMINATION ALLEGEDLY OCCURRING DURING THE COURSE OF EMPLOYMENT.**

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_