



A P P L I C A T I O N

# Application for Employment

(WE ARE AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER)

**NOTE: EACH INQUIRY ON THIS APPLICATION MUST BE FULLY ANSWERED OR COMPLETED, OTHERWISE, YOU WILL NOT BE CONSIDERED FOR EMPLOYMENT.**

Dealership Location Desired \_\_\_\_\_ Position Desired \_\_\_\_\_  Full-Time  Part-Time  Temporary \_\_\_\_\_ Date Available for Work \_\_\_\_\_

## PERSONAL DATA

Name \_\_\_\_\_ Social Security Number \_\_\_\_\_

Present Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ How long have you lived there? \_\_\_\_\_

Previous Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ How long have you lived there? \_\_\_\_\_

Primary Phone No. \_\_\_\_\_ Cell  Home  Email address \_\_\_\_\_

Are there any days, shifts or hours that you will not or cannot work?  Yes  No If yes, please explain. \_\_\_\_\_

\$ \_\_\_\_\_  
Salary/Pay Expectations

Will you work overtime hours if required?  
 Yes  No

Are you 18 years of age or older?  
 Yes  No

**PREVIOUS EMPLOYMENT. READ CAREFULLY.** Please provide information about your present or previous employers in chronological order with present or last employer listed first. Be sure to account for all periods of time between your most recent employment and the oldest employer listed including military service and any period of unemployment. If self-employed, give company name and provide business references. In response to "Reason for Leaving" please provide the reason you believe each former employer's records will show as your reason for leaving its employment. **YOUR FAILURE TO FULLY AND ACCURATELY COMPLETE THIS SECTION MAY DISQUALIFY YOU FOR FURTHER CONSIDERATION FOR EMPLOYMENT. DO NOT ANSWER ANY QUESTION WITH "SEE RESUMÉ."**

<b>EMPLOYER NAME</b>		<b>Dates Employed</b>		<b>Work Performed</b>
		From	To	
Telephone Number(s)				Reason for Leaving (provide detailed response)
Address				
Last Job Title	Name and Title of Last Supervisor		How much notice did you give before leaving?	
<b>EMPLOYER NAME</b>		<b>Dates Employed</b>		<b>Work Performed</b>
		From	To	
Telephone Number(s)				Reason for Leaving (provide detailed response)
Address				
Last Job Title	Name and Title of Last Supervisor		How much notice did you give before leaving?	
<b>EMPLOYER NAME</b>		<b>Dates Employed</b>		<b>Work Performed</b>
		From	To	
Telephone Number(s)				Reason for Leaving (provide detailed response)
Address				
Last Job Title	Name and Title of Last Supervisor		How much notice did you give before leaving?	

<b>EMPLOYER NAME</b>		Dates Employed		Work Performed
		From	To	
Telephone Number(s)				Reason for Leaving (provide detailed response)
Address				
Last Job Title	Name and Title of Last Supervisor		How much notice did you give before leaving?	

Identify by name and address any other employers in the last ten years, and for each, your job position and reason(s) for leaving.

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Please explain fully all gaps in your employment history of more than one month. \_\_\_\_\_

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**BACKGROUND INFORMATION**

Do you have the legal right to work in the United States for this Company and do you have documentation of that right?

Yes  No

List any other names, including maiden names and nicknames, which you may have used and which will be necessary to verify your prior employment: \_\_\_\_\_

Have you ever been involuntarily terminated or asked to resign from any job or resigned employment by mutual consent?

Yes  No If yes, please explain circumstances of each situation. \_\_\_\_\_

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Have you ever quit a job without giving notice?  Yes  No If yes, please explain circumstances. \_\_\_\_\_

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May we contact your current employer and every former employer you identified above?  Yes  No If no, please explain: \_\_\_\_\_

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Have you ever worked for this Company or any associated Company?  Yes  No If yes, please give dates and position: \_\_\_\_\_

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Do you have any friends or relatives working for this Company?  Yes  No

If yes, Name(s) and Relationship to you. \_\_\_\_\_

How were you referred to us? \_\_\_\_\_

Do you have any commitments to any other employer, such as a non-compete agreement, which may affect your employment with this Company, if hired?  Yes  No If yes, explain: \_\_\_\_\_

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**IMPORTANT INSTRUCTIONS TO ALL APPLICANTS FOR ANSWERING THE NEXT TWO CRIMINAL BACKGROUND QUESTIONS**

1. **All applicants:** Do not include arrests or convictions that were sealed, eradicated, erased, annulled by a court, or expunged, or convictions that resulted in referral to a diversion program.
2. **Missouri and South Carolina applicants:** Do not respond to the second question regarding arrests.
3. **California applicants:** Do not respond to either of the questions below regarding criminal history. During the hiring process, a pre-employment background check will be conducted in accordance with applicable federal and state law.
4. **Massachusetts applicants:** Do not respond to either of the questions below regarding criminal history. During the hiring process, a pre-employment background check will be conducted in accordance with applicable federal and state law.
5. **New Jersey applicants:** Do not respond to either of the questions below regarding criminal history. During the hiring process, a pre-employment background check will be conducted in accordance with applicable federal and state law.
6. **New Hampshire applicants:** Answer only the following question, "Have you ever been arrested for or convicted of a crime that has not been annulled?"  Yes  No
7. **City of Austin applicants:** If you are applying for a job position at a location within the City of Austin, do not respond to either of the questions below regarding criminal history. During the hiring process, a pre-employment background check will be conducted in accordance with applicable federal, state and local law.

Have you ever plead guilty or no contest to, or been convicted of any criminal offense other than the applicable exceptions listed above?  
 Yes  No

Have you ever been arrested for any matters for which you currently are out on bail or on your own recognizance pending trial?  
 Yes  No

CRIMINAL OFFENSES ONLY: If you answered Yes to either of the above two questions, please provide the date(s) and explain in accordance with the above instructions so that individual circumstances can be considered. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Criminal convictions or arrests will not automatically disqualify an applicant from a particular job. The Company will consider the nature of the crime, its seriousness, the substantial relation to the position's functions and qualifications, the number of occurrences, the applicant's age at the time of the crime, the time elapsed since the crime, the applicant's entire work and educational history, employment references and recommendations, and the business necessity of any exclusion when required by law.*

**RELEVANT EXPERIENCE** - Please indicate any actual experience you have in any of the following positions:

<u>OFFICE</u>	<u>SALES</u>	<u>SERVICE</u>	<u>PARTS</u>
<input type="checkbox"/> Office Manager	<input type="checkbox"/> Sales Manager	<input type="checkbox"/> Service Manager	<input type="checkbox"/> Parts Manager
<input type="checkbox"/> Bookkeeper	<input type="checkbox"/> Sales Person (New Car)	<input type="checkbox"/> Service Writer/Advisor	<input type="checkbox"/> Parts Counter
<input type="checkbox"/> Accounts Receivable	<input type="checkbox"/> Sales Person (Used Car)	<input type="checkbox"/> Dispatcher	<input type="checkbox"/> Parts Stocker
<input type="checkbox"/> Accounts Payable	<input type="checkbox"/> Sales Person (Truck)	<input type="checkbox"/> Shop Foreman	<input type="checkbox"/> Parts Driver
<input type="checkbox"/> Payroll Clerk	<input type="checkbox"/> F & I Manager	<input type="checkbox"/> Mechanic/Technician	
<input type="checkbox"/> Tag/Title Clerk	<input type="checkbox"/> Leasing Manager	<input type="checkbox"/> Electrician	<u>OTHER</u>
<input type="checkbox"/> Warranty Clerk	<input type="checkbox"/> Fleet Manager	<input type="checkbox"/> Helper	<input type="checkbox"/> Customer Relations Manager
<input type="checkbox"/> Data Entry	<input type="checkbox"/> Truck Manager	<input type="checkbox"/> Painter	<input type="checkbox"/> Rental Manager
<input type="checkbox"/> Cashier	<input type="checkbox"/> Used Car Manager	<input type="checkbox"/> Body Repair	<input type="checkbox"/> Porter
<input type="checkbox"/> Receptionist	<input type="checkbox"/> Internet Sales	<input type="checkbox"/> Lube Tech	<input type="checkbox"/> Detailer

List any professional designations, certifications, licenses, or courses that may be applicable to the position for which you are applying: \_\_\_\_\_

TECHNICIAN / MECHANIC APPLICANTS - List all your current certifications and other special technical qualifications/training: \_\_\_\_\_

EXPERIENCED AUTOMOTIVE SALES APPLICANTS: Please state your monthly average sales by units sold during the previous 12 months: \_\_\_\_\_ Units/mo.

OTHER INFORMATION - Please describe other experience you have which would be relevant to the job for which you are applying:

Do you have adequate transportation to and from work if hired?  Yes  No

**DRIVING INFORMATION.** Will the position for which you are applying require you to drive in connection with your job, if hired?  
 Yes  No  Don't Know If you answered "No", please do **NOT** answer the questions in this section and move to the Education section. If you answered "Yes," please complete the following section. If you answered "Don't Know," please ask the hiring manager. If you in the future hold a job that requires driving, you will be required to provide the information requested below.

Do you have a current valid driver's license?  Yes  No If yes, License No: \_\_\_\_\_ State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Do you have personal automobile insurance?  Yes  No If no, explain: \_\_\_\_\_

All applicants **except those applying for positions in California, Massachusetts, New Jersey or the City of Austin**, must answer the four questions below about criminal history. For California, Massachusetts, New Jersey and City of Austin applicants, a pre-employment background check will be conducted during the hiring process in accordance with federal, state and local law.

Has your license ever been suspended or revoked?  Yes  No If yes, explain: \_\_\_\_\_

Have you ever been convicted, plead guilty, or plead *nolo* to a charge of DWI or DUI?  Yes  No

Are any DUI, DWI or other traffic/moving violation related charges currently pending against you?  Yes  No If yes to either question, explain: \_\_\_\_\_

Please list all moving traffic violations in the last five (5) years:

Offense	Date	Location	Comments

**EDUCATION**

School Level	School Name	Years Completed (Circle)	Diploma/Degree	Describe Specialized Experience, Training, Skills, and Extra-Curricular Activities
Elementary		4 5 6 7 8		
High School		9 10 11 12		
College/University		1 2 3 4		
Graduate/Professional		1 2 3 4		
Trade or Correspondence				
Special Courses in the Automotive Field				

**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

**APPLICANT CERTIFICATIONS AND UNDERSTANDING**

By your signature below, you acknowledge and certify:

- Your understanding that if you fail to provide full and complete responses to each inquiry on this application (except those for which you are specifically directed not to answer), you may be disqualified for hiring consideration;
- Your understanding that this application will be considered "active" for a maximum of thirty (30) days and that if you want to be considered for employment after that time, you must reapply;
- That you received a separate written notification that the Company may obtain a Consumer Report on you for use in connection with your application for employment and, if hired, your employment with the Company and that you specifically authorize the Company to obtain this Report.
- That you were notified that it is unlawful in Massachusetts and California to require or administer a lie detector test as a condition of employment or continued employment. An employer who violates this law shall be subject to criminal penalties and civil liability.
- You were notified and understand that:

**UNDER MARYLAND LAW, AN EMPLOYER MAY NOT REQUIRE OR DEMAND, AS A CONDITION OF EMPLOYMENT, PROSPECTIVE EMPLOYMENT, OR CONTINUED EMPLOYMENT, THAT ANY INDIVIDUAL SUBMIT TO OR TAKE A LIE DETECTOR OR SIMILAR TEST. ANY EMPLOYER THAT VIOLATES THIS LAW IS GUILTY OF A MISDEMEANOR AND SUBJECT TO A FINE NOT EXCEEDING \$100.**

**That the information provided by you on this application and during the interview process is true and complete in all respects, and that if the information is found to be false, misleading, incomplete, or unsatisfactory in any respect you will be disqualified from consideration for employment or subject to immediate dismissal if discovered after you are hired.**

**THAT YOU UNDERSTAND THAT IF HIRED YOU WILL BE EMPLOYED AT-WILL, WHICH MEANS THAT YOU HAVE THE RIGHT TO TERMINATE YOUR EMPLOYMENT AT ANY TIME WITHOUT CAUSE OR NOTICE AND THAT THE COMPANY HAS A SIMILAR RIGHT AND THAT NO MANAGEMENT LEVEL EMPLOYEE HAS MADE ANY STATEMENTS OR REPRESENTATIONS TO YOU WHICH ARE CONTRARY TO OR CONTRADICT YOUR EMPLOYMENT AT-WILL STATUS.**

**DO NOT SIGN UNTIL YOU HAVE READ AND UNDERSTAND THIS STATEMENT.**

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

## APPLICANT'S STATEMENT AND AGREEMENT

If hired, I will comply with all rules, regulations, and policies 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 results of a physical examination and an alcohol test. 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 and during my employment, to the extent permitted by law. I understand that should I decline to sign this consent or decline to take any of the above tests, my application for employment may be rejected or my employment may be terminated. I understand that if bonding may be a condition of hire, 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 current and 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 current and 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 I name as personal references to provide the Company with any pertinent information they may have regarding me.

My signature below further acknowledges my understanding that by accepting an offer of employment with the Company, I agree to utilize binding arbitration pursuant to the Federal Arbitration Act as the sole and exclusive means to resolve all Covered Claims which may arise from, relate to, or have any relationship or connection whatsoever with my seeking employment with, employment or termination of employment by, or other association with the Company, whether based on tort, contract, statutory, or equitable law, or otherwise, with the 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 Workers' Compensation, unemployment compensation claims filed with the state, and charges of discrimination filed and pursued with the United States Equal Employment Opportunity Commission (although if I choose to pursue a claim following the exhaustion of such administrative remedies, that claim shall be subject to the arbitration provisions explained herein). I also understand that the Company also agrees to submit to arbitration any claims it may have against me that it otherwise would be allowed or required to submit to any court or government dispute forum. **I FURTHER UNDERSTAND THAT BY AGREEING TO SUBMIT COVERED CLAIMS TO ARBITRATION, BOTH THE COMPANY AND I GIVE UP OUR RIGHTS TO A JURY TRIAL.** As used herein the term "Company" is defined to include all parent, subsidiary, and affiliated corporations, associated or controlled companies, their successors, predecessors, and assigns, and all past and present officers, directors, agents, stockholders, partners, owners, representatives, employees, attorneys, and employees thereof, other entities, assigns, and all persons acting on, by or through, under or in concert with them.

I understand and agree that "Covered Claims" which the Company and I agree to submit to binding arbitration include, but may not be limited to, all claims, disputes, and/or controversies (except specifically excluded above) related in any way to my employment or my seeking employment and the termination of my employment, including, but not limited to, claims related to my compensation; claims of harassment, discrimination, retaliation, and wrongful discharge based on or arising from any federal, state, or local law, whether constitutional, statutory, or common law or regulation; and all claims arising from or based on Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, as amended, the Americans with Disabilities Act, the Equal Pay Act, the Civil Rights Acts of 1866, 1871, and 1971, the Vietnam Era Veterans Readjustment Act, the Uniformed Services Employment and Reemployment Rights Act, the Fair Labor Standards Act, the Family and Medical Leave Act, the Older Workers Benefit Protection Act, the Immigration Reform and Control Act, the Employment Retirement and Income Security Act, and the Sarbanes-Oxley Act; and, all claims based on all other federal, state, or local statutory or common laws or regulations which would otherwise require or allow resort to any court of law or other governmental dispute resolution forum between me and the Company.

By signing this Agreement, I specifically understand and agree that all Covered Claims required to be submitted to binding arbitration pursuant to this Agreement shall be brought only in my individual capacity or that of the Company. My signature below further represents my specific understanding and agreement that this binding arbitration agreement shall not be construed or interpreted to allow or permit the consolidation or joinder of other claims or controversies involving any other employees with my claims, or permit any claim I may have to proceed as a class action, collective action, private attorney general action or any similar representative action. I further understand and agree that no arbitrator shall have the authority under this Agreement to order any such class, collective, or representative action. **BY SIGNING THIS AGREEMENT, I UNDERSTAND AND AGREE THAT I AM SPECIFICALLY WAIVING ANY SUBSTANTIVE OR PROCEDURAL RIGHTS THAT I MAY HAVE TO BRING AN ACTION AS A CLASS OR COLLECTIVE ACTION OR AS A PRIVATE ATTORNEY GENERAL, REPRESENTATIVE OR OTHER SIMILAR BASIS UNLESS I HAVE CHECKED THIS BOX [ ].**

I acknowledge that 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, and that I will not be subject to disciplinary action of any kind for opposing the arbitration provisions of this Agreement.

In addition to requirements imposed by law, the arbitrator selected by me and the Company to arbitrate any and all covered claims, shall be a retired federal or state 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 United States District Courts, the following shall apply and be observed: all rules of pleading, discovery, and evidence (including the right to resolution of the dispute by means of motions for summary judgment and judgment on the pleadings). 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, the arbitrator shall extend the times set for the giving of notices and setting of hearings. Arbitration awards shall include the arbitrator's written reasoned opinion and, at either party's written request within thirty (30) days after issuance of the award, shall be subject to affirmation, reversal or modification, 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 Federal Court of Appeals of a civil judgment following court trial. Should any term or provision, or portion thereof of this arbitration agreement, be declared void or unenforceable, it shall be severed and the remainder of this agreement to arbitrate shall be enforceable. The Company will pay the costs of arbitration, to the extent required by law. I understand and agree that no implied, oral, or written agreement contrary to the express language of this agreement to arbitrate is valid unless signed by both me and the President of the Company.

I hereby state that all the information that I provided in my application for employment and any other documents completed in connection with my employment and any information provided by me during the interviewing and hiring process is true, complete, and correct. I have withheld nothing that would, if disclosed, affect my application for employment unfavorably. I understand that if I am employed and any information provided is later found to be false, misleading, 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 for this Company, 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 either the Company (employer) or me at any time and for any reason whatsoever, with or without good cause or notice. No implied, oral, or written agreements contrary to the express language of this Agreement related to my at-will status are valid unless they are in writing and signed by the President of the Company. No supervisor or representative of the Company, other than the President of the Company, has any authority to make any agreements (oral or written) for employment for any specified period of time or make any agreement contrary to the foregoing. Oral representations made before or after I am hired do not alter this agreement. This agreement is the entire agreement between the Company and me regarding the rights of the Company or me to terminate employment with or without good cause or notice, and this agreement takes the place of all prior and contemporaneous agreements, representations, and understandings by or between me and the Company which are inconsistent with my status as an at-will employee. I understand and agree that any disputes related to the termination of my employment are subject to the arbitration process described above.

*If you have any questions regarding this statement, please ask a Company representative before signing. By signing you acknowledge that you have read the above statements and understand the same.*

**DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE STATEMENT AND AGREEMENT**

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date