

# CHARDONNAY GOLF CLUB

## EMPLOYMENT APPLICATION

Applications are considered for all positions without regard to race, color, religion, sex, national origin, age, marital or veteran status, or in the presence of a non-related medical condition or handicap.

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ Phone # \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_

Have you ever used another name, AKA, or alisas?  No if  Yes \_\_\_\_\_

Have you applied here before?  Yes  No When? \_\_\_\_\_ Position applied for? \_\_\_\_\_

Start When \_\_\_\_\_  Full time  Part time  Temporary  Other \_\_\_\_\_

**EMPLOYMENT EXPERIENCE;** Start with your present job or last job. Include military assignments and other volunteer activities. Exclude organizational names which indicate race, color, religion, sex, or national origin

Employer 1 \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone # \_\_\_\_\_ Supervisors' Name \_\_\_\_\_

Job Title \_\_\_\_\_ Reason for leaving \_\_\_\_\_

Dates of Employment: From \_\_\_\_\_ To \_\_\_\_\_ Salary or Hourly rate \_\_\_\_\_

Employer 2 \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone # \_\_\_\_\_ Supervisors' Name \_\_\_\_\_

Job Title \_\_\_\_\_ Reason for leaving \_\_\_\_\_

Dates of Employment: From \_\_\_\_\_ To \_\_\_\_\_ Salary or Hourly rate \_\_\_\_\_

Employer 3 \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone # \_\_\_\_\_ Supervisors' Name \_\_\_\_\_

Job Title \_\_\_\_\_ Reason for leaving \_\_\_\_\_

Dates of Employment: From \_\_\_\_\_ To \_\_\_\_\_ Salary or Hourly rate \_\_\_\_\_

EMPLOYMENT APPLICATION PART 2

EDUCATION

Schools/Collages Attended:

# Years    Year Grad.    Degree

Schools/Collages Attended:	# Years	Year Grad.	Degree
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Describe any special qualifications for this job:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I CERTIFY that answers given herein are true and complete to the best of my knowledge. I authorize investigations of all statements contained in this application for employment as may be necessary in arriving at an employment decision. I understand that this application is not intended to be a contract of employment. In the event of employment, I understand that false or misleading information given on my application or interview may result in termination.

Signature \_\_\_\_\_ Date \_\_\_\_\_

*For Personnel Department only*

Remarks \_\_\_\_\_

\_\_\_\_\_

Interview report by \_\_\_\_\_

## **CHARDONNAY GOLF CLUB**

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 at any time during my employment, to the extent permitted by law.

By signing below, I acknowledge 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 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 me.

I also acknowledge that the Company utilizes a system of alternative dispute resolution which involves binding arbitration to resolve all disputes which may arise out of the employment context. Because of the mutual benefits (such as reduced expense and increased efficiency) which private binding arbitration can provide both the Company and myself, I and the Company both agree that any claim, dispute, and/or controversy that either party may have against one another (including, but not limited to, any claims of discrimination and harassment, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, as well as all other applicable state or federal laws or regulations) which would otherwise require or allow resort to any court or other governmental dispute resolution forum between myself and the Company (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with the Company, whether based on tort, contract statutory, or equitable law, or otherwise, (with the sole 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 California Workers' Compensation Act, and Employment Development Department claims) shall be submitted to and determined exclusively by binding arbitration. I understand and agree that nothing in this agreement shall be construed so as to preclude me from filing any administrative charge with, or from participating in any investigation of a charge conducted by, any government agency such as the Department of Fair Employment and Housing and/or the Equal Employment Opportunity Commission; however, after I exhaust such administrative process/investigation, I understand and agree that I must pursue any such claims through this binding arbitration procedure. I acknowledge that the Company's business and the nature of my employment in that business affect interstate commerce. I agree that the arbitration and this Agreement shall be controlled by the Federal Arbitration

**Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. Sec 1280 et seq., including section 1283.05 and the entire Act's other mandatory and permissive rights to discovery). However, in addition to requirements imposed by law, any arbitrator herein shall be a retired California Superior 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 action in California courts, the following shall apply and be observed: 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. 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 in accordance with Cal. Civil Code Section 47(b). As reasonable required allowing 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 giving of notices and settling of hearings. Awards shall include the arbitrator's written reasoned opinion. If CCP § 1284.2 conflicts with other substantive statutory provisions or controlling case law, the allocation of costs and arbitrator fees shall be governed by said statutory provisions or controlling case law instead of CCP § 1284.2 Both the Company and I agree that any arbitration proceeding must move forward under the Federal Arbitration Act (9 U.S.C. §§ 3-4) even though the claims may also involve or relate to parties who are not parties to the arbitration agreement and/or claims that are not subject to arbitration; thus, the court may not refuse to enforce this arbitration agreement and may not stay the arbitration proceeding despite the provisions of California Code of Civil Procedure § 1281.2(c). I UNDERSTAND BY AGREEING TO THIS BINDING ARBITRATION PROVISION, BOTH I AND THE COMPANY GIVE UP OUR RIGHTS TO A JURY TRIAL.**

**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 have withheld nothing that would, if disclosed, affect this application unfavorably. 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 agree as follows: My employment and compensation are terminable at will, are 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. Consequently, all terms and conditions of my employment, with the exception of the arbitration agreement, may be changed or withdrawn at Company's unrestricted option at any time, with or without good cause. 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 managing member of the LLC (or majority owner or owners). 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 understanding of the employee and the Company.

Should any term or provision, or portion thereof, be declared void or unenforceable it shall be severed and the remainder of this agreement shall be enforced.

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 AND AGREEMENT**

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Please print applicant name