

*Property of*



# **EMPLOYMENT APPLICATION**

***CONFIDENTIAL DOCUMENT***

## **CONFIDENTIAL DOCUMENT MANAGEMENT**

Employment applications contain confidential information.

Every candidate for employment and new employee is required to complete an application.

We do not provide copies of candidates' application information to other companies or persons outside of our company, except as required by law.

# Application for Employment



|                                       |  |                               |   |
|---------------------------------------|--|-------------------------------|---|
| <b>Position Desired</b>               |  | <b>Status</b>                 | <input type="checkbox"/> Full-Time <input type="checkbox"/> Part-Time |
| <b>Referred by</b><br>(if applicable) |  | <b>Date Available to Work</b> |   |

## APPLICANT INFORMATION

|                |         |                  |  |        |  |
|----------------|---------|------------------|--|--------|--|
| Last Name      |         | First Name       |  | Middle |  |
| Street Address |         | City, State, ZIP |  |        |  |
| Best Number    | (     ) | E-Mail Address   |  |        |  |

|   |   |  |
|---|---|--|
| Have you ever applied to or worked for HQ Gastropub One, LLC dba HQ Gastropub?  | <input type="checkbox"/> Yes <input type="checkbox"/> No  | If <u>Yes</u> , please give dates of application or employment and position title: |
| For the purpose of verifying information on this application, have you ever worked or attended school under a different name at any of the organizations you have listed? | <input type="checkbox"/> Yes <input type="checkbox"/> No  | If <u>Yes</u> , please provide other names and explain:                            |
| Have you ever been separated from employment or asked to resign from any job?   | <input type="checkbox"/> Yes <input type="checkbox"/> No  | If <u>Yes</u> , please explain the circumstances:                                  |
| Are you bound by provisions of a non-compete, proprietary, or confidentiality agreement?  | <input type="checkbox"/> Yes <input type="checkbox"/> No  | If <u>Yes</u> , for how long?  |
| If provided with a conditional offer of employment, can you furnish proof that you are over 18 years of age?  | <input type="checkbox"/> Yes <input type="checkbox"/> No  |  |
| Do you have reliable transportation to and from work relevant to the position for which you are applying?   | <input type="checkbox"/> Yes <input type="checkbox"/> No  |  |
| Please check days you are available to work   | <input type="checkbox"/> Mon. <input type="checkbox"/> Tue. <input type="checkbox"/> Wed. <input type="checkbox"/> Thu. <input type="checkbox"/> Fri. <input type="checkbox"/> Sat. <input type="checkbox"/> Sun. |  |
| What time are you available to work on these days (Please be specific for each day.   |   |  |
| Do you have another job or school responsibility that may interfere with your ability to meet work attendance requirements?   | <input type="checkbox"/> Yes <input type="checkbox"/> No  |  |

## EMPLOYMENT HISTORY

Please include your resume in connection with your application for employment. **By providing your resume, you are certifying that all information on your resume is true and accurate.** If you do not provide a resume that includes a detailed description of your employment history, please list the names of your present or previous employers in chronological order with present or last employer listed first. If self-employed, give the Company name and supply business references.

#1

|                         |  |                               |  |                                |
|-------------------------|--|-------------------------------|--|--------------------------------|
| Previous Employer Name: |  | City/State                    |  |                                |
| Phone Number            |  | May we contact this employer? | <input type="checkbox"/> Yes <input type="checkbox"/> No | If <u>No</u> , please explain: |
| Job Title or Position   |  | Date Employment Began         |  | Date Employment Ended          |
| Job Responsibilities    |  |                               |  |                                |

**#2**

|                         |  |                               |  |                                |
|-------------------------|--|-------------------------------|--|--------------------------------|
| Previous Employer Name: |  | City/State                    |  |                                |
| Phone Number            |  | May we contact this employer? | <input type="checkbox"/> Yes <input type="checkbox"/> No | If <u>No</u> , please explain: |
| Job Title or Position   |  | Date Employment Began         |  | Date Employment Ended          |
| Job Responsibilities    |  |                               |  |                                |

**#3**

|                         |  |                               |  |                                |
|-------------------------|--|-------------------------------|--|--------------------------------|
| Previous Employer Name: |  | City/State                    |  |                                |
| Phone Number            |  | May we contact this employer? | <input type="checkbox"/> Yes <input type="checkbox"/> No | If <u>No</u> , please explain: |
| Job Title or Position   |  | Date Employment Began         |  | Date Employment Ended          |
| Job Responsibilities    |  |                               |  |                                |

**EDUCATIONAL BACKGROUND**

|   |  |
|---|--|
| Please indicate your highest level of education completed <u>and</u> the name and city/state of the institution(s): |  |
| Indicate any other relevant education, and/or training information:   |  |

**PROFESSIONAL REFERENCES**

|                  |         |                |  |
|------------------|---------|----------------|--|
| Name             |         | Company        |  |
| Title            |         | City/State     |  |
| Telephone Number | (     ) | E-mail Address |  |
| Name             |         | Company        |  |
| Title            |         | City/State     |  |
| Telephone Number | (     ) | E-mail Address |  |
| Name             |         | Company        |  |
| Title            |         | City/State     |  |
| Telephone Number | (     ) | E-mail Address |  |

## OTHER SKILLS

Please indicate any actual experience, special training, and qualifications you may have that you believe to be relevant to the position for which you are applying.

THIS APPLICATION WILL BE CONSIDERED ACTIVE FOR THE PERIOD OF TIME FOR WHICH THE POSITION YOU APPLIED IS OPEN, OR A MAXIMUM OF 30 DAYS, WHICHEVER IS GREATER. IF YOU WISH TO BE CONSIDERED FOR EMPLOYMENT AFTER THAT TIME, YOU MUST REAPPLY. **I CERTIFY UNDER PENALTY OF PERJURY OF THE LAWS OF THIS STATE AND OF THE UNITED STATES THAT ALL OF THE INFORMATION I HAVE PROVIDED IS TRUE AND ACCURATE.**

X

Signature of Applicant

Date

# APPLICANT'S STATEMENT AND AGREEMENT

HQ Gastropub One, LLC dba HQ Gastropub ("Company") is committed to a policy of Equal Employment Opportunity and will not discriminate against an applicant or employee on the basis of race, ethnicity, color, religion or religious creed (including religious dress or grooming practices), national origin, ancestry, sex (including childbirth, breastfeeding, and related medical conditions), gender, gender identity and expression, sexual orientation, transitioning status, age, physical or mental disability, protected medical condition, citizenship status, military and veteran status, uniform service member status, genetic information, marital status, pregnancy, driver's license, or any other legally recognized protection basis under federal, state, or local laws, regulations, or ordinances. The information collected by this application is solely to determine suitability for employment, verify identity, and maintain employment statistics on applicants. Every candidate and new employee is required to complete an application. We do not provide copies of candidates' applications to other companies or to persons outside of our company.

Applicants with disabilities may be entitled to reasonable accommodation under the terms of the Americans with Disabilities Act and certain state or local laws. A reasonable accommodation is a change in the way things are normally done which will ensure an equal employment opportunity without imposing undue hardship on the Company. Please inform the company's human resources representative if you need assistance completing any forms or to otherwise participate in the application process.

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## Conditions of Hire:

**Authorization for Pre-Employment Screening:** I understand 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 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 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 named herein as professional references to provide the Company with any pertinent information they may have regarding me. I also authorize the Company to use social media and other internet resources as part of the pre-employment screening process to the extent permitted by law.

I understand that the Company may require me to submit to a criminal background check, including a test for the presence of alcohol or 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 on passing of a physical examination performed by an approved provider selected by the Company. Further, I understand that at any time after I am hired, the Company may require me to submit to a physical examination and an alcohol and drug test, to the extent permitted by law. 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 assessment tests, prior to 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 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.

**Statement of Full Disclosure:** I hereby state that all the information I provided or any other documents completed 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 by the Company and any information provided to the Company is found to be false or incomplete, the Company may take further action. 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, and that federal immigration laws require me to complete a Form I-9 in this regard.

**At-Will Employment:** I agree that, if hired, my employment is terminable At-Will, is for no specific duration, and my employment may be terminated by either the Company or me at any time, with or without cause or notice. This Agreement is the entire agreement between the Company and me regarding dispute resolution, the length of my employment if hired, and the reasons for termination of employment, and this Agreement supersedes any and all prior agreements regarding these issues. It is further agreed and understood that if I am hired, my employment At-Will status may only be changed in a written document signed by the President/Owner of the Company. Oral representations or agreements made before or after I am hired do not alter my employment At-Will status.

**Introductory Period:** If employed, I may be subject to an Introductory Period at the beginning of my employment in order that both the Company and I evaluate my suitability for the position hired. The Introductory Period may be extended or be reimposed at any point in my employment. The existence or successful completion of the Introductory Period does not alter, amend, remove or supersede the Company's At-Will employment policy.

**Nepotism Policy:** Relatives, roommates, and romantic relations of current employees of the Company may not work in a direct reporting relationship with such current employees, excluding relatives of persons with an ownership interest in the Company. If you receive a conditional offer of employment, you may be asked to identify any relative, roommate, or romantic relation who is a current employee of the Company. For purposes of this policy, "relative" is defined as any person who is related by blood or marriage, or whose relationship with the employee is similar to that of people who are related by blood or marriage; "roommate" is defined as any person who resides with the employee, regardless of affiliation; and "romantic relation" is defined as any person who is engaged in a relationship of a romantic nature with the employee.

**Dispute Resolution Agreement:** I and the Company agree to utilize binding individual arbitration to resolve all disputes that might arise out of or be related in any way to my employment or application for employment with the Company. Such disputes include, but are not limited to, claims I might bring against the Company for wrongful termination, discrimination, harassment, retaliation, breach of contract, wage and hour violations, and torts such as invasion of privacy, assault and battery, or defamation. Such disputes also include claims that the Company might bring against me such as, for example, theft of money or trade secrets, breach of a confidentiality agreement, or breach of a contract. I and the Company each specifically waive our respective rights to bring such claims against the other in a court of law and to have a trial by jury. The only exceptions to 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, claims for benefits brought before the Employment Development Department, claims for wages brought before the California Labor Commissioner, or other claims that are not subject to arbitration under law. Moreover, nothing herein shall prevent me from filing a charge or complaint with the United States Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any local agency that allows me to file an administrative charge or complaint. Once the agency's proceedings are completed, however, if I wish to pursue the matter further I understand that I must do so under this agreement. My agreement to arbitrate claims against the Company includes claims I might bring against the Company's parent, subsidiary, affiliated or client entities as well as against owners, directors, officers, managers, employees, agents, contractors, attorneys, benefit plan administrators, and insurers of the Company or of its parent, subsidiary, affiliated or client entities. I also agree to arbitrate claims against any person or entity I allege to be a joint employer with the Company. I and the Company agree that any claims we might pursue against the other in arbitration under this agreement shall be brought in the individual capacity of myself or the Company. This agreement shall not be construed to allow or permit the consolidation or joinder of claims of other claimants, or to permit such claims to proceed as a class or collective action. No arbitrator shall have the authority under this agreement to order any such class or collective action. Any dispute regarding the validity, scope or enforceability of this agreement, or concerning the arbitrability of a particular claim, shall be resolved by a court, not by the arbitrator. I agree to waive any substantive or procedural rights that I may have to bring or participate in an action brought on a class or collective basis. If under applicable law a representative claim under the California Private Attorneys General Act ("PAGA") is found to be unwaivable and such an action is pursued in court, I and the Company agree that any such PAGA claim will be severed and stayed pending resolution of claims that are arbitrable. If I wish to bring a claim to arbitration under this agreement, I understand that I must provide a written statement of my claim to the Company's President/Owner at place of employment. I understand that I have the right to be represented by an attorney in the arbitration of any claim under this agreement, but it is not required that I have an attorney. I further understand that I must present any claim in arbitration before the statute of limitations expires for that type of claim. At the beginning of any arbitration process under this agreement, I and the Company will need to select an arbitrator by mutual agreement. Such an arbitrator shall be a retired California Superior Court Judge, or another qualified and impartial person that I and the Company decide upon. In the event we cannot agree on the selection of an arbitrator, I and the company will select an alternative dispute resolution provider and request from that provider a list of an odd number of potential arbitrators. From that list we will alternately strike arbitrators, with the Company going first, until one arbitrator is left. That arbitrator shall be the arbitrator who will hear our case. If I and the Company cannot agree on an alternative dispute resolution provider, an arbitrator will be appointed according to law. Any arbitration proceeding under this agreement shall proceed under and be governed by the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act ("Act"), which is found at California Code of Civil Procedure section 1280 and following sections, including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery. In any arbitration proceeding under this agreement, all California 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, unless I and the Company agree otherwise. 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 California Civil Code Section 47(b). The arbitrator's award(s) 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. The Company will pay the arbitrator’s fees and other costs relating to the arbitration forum but I and the Company will be responsible for our own costs and for our attorneys’ fees should we choose to be represented by counsel, unless the arbitrator shifts one party’s costs and attorneys’ fees to the other party in accordance with applicable law. If any term or provision or any portion of this agreement is deemed invalid or unenforceable, it shall be severed and the remainder of this agreement shall be enforceable. Under no circumstances shall this agreement be construed to allow arbitration on a class, collective, or other similar basis, however. I acknowledge that my employment at the Company is at-will. This means that I am not guaranteed employment for any specific period, and both I and the Company have the right to terminate my employment at any time, with or without cause or prior notice. I further acknowledge that nothing in this agreement shall affect or change my employment-at-will status. I confirm that I have had time to read this agreement and ask the Company’s representative any questions I had about the agreement prior to signing this agreement.

**I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS. I FURTHER UNDERSTAND THAT THIS AGREEMENT REQUIRES THE COMPANY AND ME TO ARBITRATE ANY AND ALL DISPUTES THAT ARISE OUT OF MY EMPLOYMENT BY, OR APPLICATION WITH, THE COMPANY, AND THAT I AND THE COMPANY ARE GIVING UP OUR RIGHTS TO A TRIAL BY JURY.**

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGEMENT AND AGREEMENT.

X   
**Signature of Applicant** **Date**