

College / University:				
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This application will be considered active for a maximum of thirty (30) days. Employment after that time must come with a new application.

PROFESSIONAL REFERENCES (Please do not list relatives)

Name	Occupation	Email Address	Telephone Number

APPLICANT’S STATEMENT & AGREEMENT

I certify that the information I have provided to the questions on this application for employment is true and correct. I authorize my former employers, supervisors, schools, and personal references to provide any information that they may have regarding me. I hereby release them from all liability for giving out this information. I understand that the Company reserves the right to require me to submit to a test for the presence of any illegal drugs in my system prior to employment and at any time during my employment, to the extent permitted by law. I consent to the disclosure of the results of any such tests to the Company and I understand that employment will be denied or terminated if any such test shows the presence of illegal drugs in my system. I understand that if hired, my employment will be at-will, that nothing in this application or any other Company documents shall be deemed to create any contract of employment for any specific term between myself and the Company, and that my employment can be terminated at any time by myself or by the Company for any or for no cause. I authorize Stack’s to conduct a background check, which may include a check of my criminal record and driving record.

I certify that I have read the job description and that I am able to perform the essential functions with or without reasonable accommodation ____ (Initial)

Alternative Dispute Resolution Agreement

By signing this document, I acknowledge that the Company utilizes a system of alternative dispute resolution that involves binding arbitration to resolve all disputes that may arise out of the employment context. Because of the mutual benefits (such as reduced expenses and increased efficiency) that private binding arbitration can provide both the Company and myself, I voluntarily agree that any claim, dispute, and/or controversy (including, but not limited to, any claims of discrimination and harassment, whether they be based on Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act or any other state or federal laws or regulations), that either I or the Company (or its owners, managers, employees and parties affiliated with its employee benefit and health plans) may have against the other which would otherwise require or allow resort to any court or other governmental dispute resolution forum (with the sole exception of claims arising under any state equal employment opportunity agency, or claims for medical and disability benefits under the appropriate worker’s compensation act or state disability insurance act), shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act. I also agree that the arbitration will be only for my individual claim and not as a collective or class action dispute. I specifically waive any right to proceed on a class type basis in arbitration, and the arbitrator will have no authority to interpret this agreement to include class type claims or relief. The parties will be responsible for their own costs and expenses, including attorney fees. In addition to requirements imposed by law, any arbitrator herein shall be a retired judge of this state’s court of general jurisdiction and shall be subject to disqualification on the same grounds as would apply to a judge of such court. The arbitrator will have the authority to order all relief under the applicable law or statute at issue. To the extent applicable in civil actions in the United States District 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 to dismiss, for summary judgment, and/or for 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 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’s modifications to the Act’s procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator’s written reasoned opinion. Should any term or provision of this agreement, or portion thereof, be declared void or unenforceable, it shall be severed and the remainder of this agreement shall be enforceable. **I UNDERSTAND BY VOLUNTARILY AGREEING TO THIS BINDING ARBITRATION PROVISION, BOTH THE COMPANY AND I GIVE UP OUR RIGHT TO TRIAL BY JURY. DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE STATEMENT & AGREEMENT.** If you have any question regarding this statement, please ask a Company representative before signing. I hereby acknowledge that I have read the above statements and understand the same.

Print Name

Applicant Signature

Date