

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

Choctaw Construction Services, LLC

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

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 Choctaw Construction Services, LLC?	<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	

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 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, specialized training, or skills:	

BUSINESS 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.

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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

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Signature of Applicant Date

APPLICANT'S STATEMENT AND AGREEMENT

Choctaw Construction Services, LLC ("Company") is committed to a policy of Equal Employment Opportunity and will not discriminate against an applicant or employee on the basis of age, ancestry, citizenship, color, mental or physical disability, gender, genetic information, military or veteran status, national origin, pregnancy, race, religion or religious creed (including religious dress or grooming practices), sex (including childbirth, breastfeeding, and related medical conditions), uniform service member status, 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.

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 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 as the sole and exclusive means to resolve all disputes that may arise out of or be related in any way to my employment or my application for employment with the Company. I and the Company each specifically waive and relinquish our respective rights to bring a claim against the other in a court of law and to have a trial by jury. Both the Company and I agree that any claim, dispute, and/or controversy that I may have against the Company (or its owners, directors, officers, managers, employees, or agents) or that the Company may have against me, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act ("FAA"), in conformity with any applicable state laws regarding arbitration that are not inconsistent with the FAA. Included within the scope of this Agreement are all disputes, whether based on tort, negligence, contract, statute (including, but not limited to, any claims of discrimination, harassment, and/or retaliation, whether they be based on Title VII of the Civil Rights Act of 1964, as amended, or any other state or federal law or regulation), equitable law, or otherwise. 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 state workers' compensation laws or regulations, or claims for unemployment insurance benefits, or other claims that are not subject to arbitration under current law. Moreover, nothing herein shall prevent me from filing and pursuing proceedings before the United States Equal Employment Opportunity Commission or before any applicable local or state agency (although if I choose to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement). Further, this Agreement shall not prevent either me or the Company from obtaining provisional remedies to the extent permitted by state or local laws or regulations either before the commencement of or during the arbitration process. I agree that any claims brought under this binding arbitration Agreement shall be brought in the individual capacity of myself or the Company. This binding arbitration Agreement shall not be construed to allow or permit the consolidation or joinder of claims of other claimants, or permit such claims to proceed as a class, collective, or any similar representative action. No arbitrator shall have the authority under this Agreement to order any such class, collective, or representative action. By signing this Agreement, I am agreeing to waive any substantive or procedural rights that I may have to bring or participate in an action brought on a class, collective, representative, or other similar basis. In addition to any other requirements imposed by law, the arbitrator selected shall be a retired judge of the federal or state court of general jurisdiction, or otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on terms agreed to by the parties or as prescribed by law. All rules of pleading (including the right of demurrer or motion to dismiss), 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 applicable law shall apply and be observed. 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. The arbitrator shall have the authority to extend the times set under federal or state law for the giving of notices and setting of hearings. 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. Any dispute concerning the validity, enforceability, scope, or interpretation of this Agreement, or concerning the arbitrability of a particular claim, shall be resolved by a court of law of competent jurisdiction, and not by the arbitrator. If any term, provision, or portion of this Agreement is deemed invalid or unenforceable it shall be severed and the remainder of this Agreement shall be fully enforceable. Under no circumstances shall this Agreement be construed to allow arbitration on a class, collective, representative, or other similar basis.

I HEREBY ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS, AND THAT I AFFIRMATIVELY AGREE TO SUBMIT TO BINDING ARBITRATION ANY AND ALL DISPUTES THAT ARISE OUT OF MY EMPLOYMENT BY, OR APPLICATION WITH, THE COMPANY.

X 
Signature of Applicant Date

