

AUTHORIZATION REQUIRED

Class Code: _____

Pay Rate: _____

Mgr. Initials: _____

PLEASE BE SURE ALL SHADED AREAS ARE COMPLETED BY APPLICANT

FOR HR&P USE ONLY

Client: _____

ID #: _____

GULF COAST CRANE

(AN EQUAL OPPORTUNITY EMPLOYER)

APPLICATION FOR EMPLOYMENT

THE FAILURE TO COMPLETELY ANSWER EACH QUESTION WILL PREVENT FURTHER PROCESSING OF THIS APPLICATION

First Name and Middle Initial	Last Name	Social Security Number
Home Address (Do not use a P.O. Box)		Telephone Number
City or Town, State and Zip Code		E-Mail Address

IN CASE OF EMERGENCY NOTIFY:	MILITARY SERVICE RECORD:
Name: _____	Branch of Service: _____
Relationship: _____	Discharge Date: _____
Phone Number: _____	Discharge Rank: _____

EDUCATION Do you possess a High School Diploma or G.E.D Certificate Yes No *CURRENTLY ENROLLED* School Name: _____

College, University, Vocational, Technical Schools Attended	City / State	Date Attended		Course of Study / Major	Degree or Certificate	Unit Completed	
		From	To			Semester	Quarter

DESIRED EMPLOYMENT

Position	Date You Can Start	Minimum Salary Expected
Are You Employed Now? <input type="checkbox"/> Yes <input type="checkbox"/> No	If so, May We Inquire of Your Present Employer? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Ever Applied to This Company Before? <input type="checkbox"/> Yes <input type="checkbox"/> No	Where?	When?
Ever Worked for This Company Before? <input type="checkbox"/> Yes <input type="checkbox"/> No	Where?	When?
Reason for Leaving Company:		
How Did You Hear About Company?		

Have you ever been convicted of a Felony? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Explain:
Have you ever been convicted of a Class A or B Misdemeanor? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Explain:
Have you ever been given a Deferred Adjudication sentence that has not been successfully completed? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Explain:

A "yes" answer to any of the three questions above will not necessarily exclude you from consideration.

Under the Federal Statutes, an employer has the right to make reasonable pre-employment inquiries into your ability to perform job-related functions. Many of the job assignments for our employees require strenuous physical labor for sustained periods of time. The information you give below is for the limited purpose for our managers to determine your ability to perform these related functions and to determine reasonable job assignments for you. It will in no way exclude you from any job which you are able to perform.

Based upon the position you desire, is there any reason that you are not able to perform the duties required, with or without accommodation? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, Explain:

PERSONAL REFERENCES

Name	Address	Phone Number	# Years Known

FORMER EMPLOYERS

(List below your last three (3) employers, starting with the most recent)

Name of Present or Last Employer		Telephone Number	
Address	City	State	Zip Code
Starting Date	Ending Date	Job Title	
Name of Supervisor	May We Contact Your Supervisor <input type="checkbox"/> Yes <input type="checkbox"/> No	Starting Salary	Ending Salary
Description of Work			
Reason for Leaving			

Name of Present or Last Employer		Telephone Number	
Address	City	State	Zip Code
Starting Date	Ending Date	Job Title	
Name of Supervisor	May We Contact Your Supervisor <input type="checkbox"/> Yes <input type="checkbox"/> No	Starting Salary	Ending Salary
Description of Work			
Reason for Leaving			

Name of Present or Last Employer		Telephone Number	
Address	City	State	Zip Code
Starting Date	Ending Date	Job Title	
Name of Supervisor	May We Contact Your Supervisor <input type="checkbox"/> Yes <input type="checkbox"/> No	Starting Salary	Ending Salary
Description of Work			
Reason for Leaving			

I hereby authorize investigation of all information concerning my previous employment, and any pertinent information such employers may have, personal and otherwise, and release all parties from all liability for any damages that may result from furnishing same to the Company. **I declare that all statements contained in this application are true and correct, and understand that false or inaccurate information will be basis for dismissal. I hereby declare that I have legal status to work in the United States. All disputes between me and the Company are subject to final and binding arbitration under the Federal Arbitration Act and the AAA Employment Arbitration Rules and the Company Arbitration Plan**

<p>X _____</p> <p>APPLICANT SIGNATURE</p>	<p>_____</p> <p>DATE</p>
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This application shall remain in effect for only sixty (60) calendar days. After that time, if you have not heard from the Company and still wish to be considered for employment, it will be necessary for you to fill out a new application.

APPLICANT AGREEMENT

1. Confidential Information.

- (a) Definition. "Confidential Information" means the proprietary information and trade secrets of Company and its customers as described below:
- (i) Included in "Confidential Information" are the object code and source code to Company's software, Company's marketing plans and strategies, Company's plans for new product development, Company's technical designs, Company's data dictionaries, information relating to Company's financial status, and any other information that Company marks confidential or by separate memorandum or e-mail informs me is confidential
 - (ii) Also included in "Confidential Information" is any information of Company's customers that I have access to in performing my employment duties for Company.
 - (iii) Excluded from "Confidential Information" is information that: (x) I can prove was in my possession before I received it from the Company; (y) is in the public domain through no fault of my own; or (z) I learned from a third party not related to Company. Information licensed by Company to customers under a confidentiality restriction is not considered to be in the public domain.
- (b) Nondisclosure. I agree that I will not disclose Confidential Information to any third party not employed by Company unless Company authorizes me to do so in writing. I further agree that I will not use Confidential Information for any purpose except to perform my employment duties for Company. These agreements will continue to apply after I am no longer employed by Company.

2. Return of Company Property. Upon termination of my employment with Company, I will promptly deliver to Company, without copying or summarizing, all material related to Company's business that is in my possession or under my control including, without limitation, all physical property, keys, documents, lists, electronic information storage media, manuals, letters, notes and reports. If I do not return the Company property I agree to have the appropriate funds deducted from my final paychecks.

3. Works Made For Hire. I understand that any work that I create or help create at the request of Company, including software, user manuals, training materials, sales materials, and other written and visual works, are works made for hire in which Company owns the copyright. I may not reproduce or publish these copyrighted works, except in the pursuit of my employment duties.

4. Inventions. Any inventions, discoveries and ideas ("Technology") that I develop while performing work assigned to me by Company are owned by Company. I will sign any assignment or other document requested by Company to establish Company's ownership of the Technology and to permit Company to obtain and retain patents, copyrights, trademarks and other indication of ownership, without charge to Company, but at no expense to me. If there is Technology that I developed before becoming employed by Company and to which I claim ownership, I will provide it to the Company in writing on a separate document signed by both parties.

5. Prior Agreements. I have provided Company copies of all agreements with previous employers under which I have agreed not to compete or otherwise agreed to limit the use of trade secrets.

6. Full Time Employment. While I am employed by Company, I will devote my full time best efforts to Company's business and will not engage in any other business or employment without the prior written approval of Company's President.

7. Injunctive Relief. I recognize that if I breach this Agreement, Company's business will suffer irreparable harm and that remedies at law will be inadequate. I agree that in case of any breach or threatened breach of this Agreement, Company is entitled to immediate injunctive relief or a decree of specific performance of this Agreement, in addition to any other remedies provided by law and without being required to prove irreparable harm or special damages.

8. Entire Agreement; Modifications. This Agreement is my entire agreement with Company with respect to its subject matter and supersedes any prior written or oral understandings pertaining thereto. My obligations under this Agreement may not be changed in whole or in part except by a written agreement signed by the President of Company and me and which specifically refers to this Agreement.

9. Binding Effect. This Agreement may be assigned by Company in connection with any transfer or sale of its business, and shall inure to the benefit of Company and its successors and assigns. This Agreement is binding upon me, my heirs, personal representatives, successors and assigns.

10. Severability. I agree that the provisions of this Agreement are fair and reasonable in light of my employment relationship with Company and the nature of Company's business. Nevertheless, if a court of competent jurisdiction should invalidate any provision of this Agreement, all other provisions shall survive and remain valid and enforceable. If a court of competent jurisdiction should decline to enforce any provision on the ground that it is over broad or unreasonable, that provision shall be narrowed only to the extent required so that it may be enforceable under State law.

11. Captions. Any captions and headings are purely for the convenience of the reader and shall not be used to interpret or construe this Agreement.

12. Governing Law. The interpretation of this Agreement and the obligations hereunder are governed by the laws of the State.

APPLICANT STATEMENT

I certify that all information I have provided in order to apply for and secure work with this employer is true, complete and correct.

I expressly authorize, without reservation, the employer, its representatives, employees or agents to contact and obtain information from all references (personal and professional), employers, public agencies, licensing authorities and educational institutions and to otherwise verify the accuracy of all information provided by me in this application, resume or job interview. I hereby waive any and all rights and claims I may have regarding the employer, its agents, employees or representatives, for seeking, gathering and using truthful and non-defamatory information, in a lawful manner, in the employment process and all other persons, corporations or organizations for furnishing such information about me.

I understand that this employer does not unlawfully discriminate in employment and no question on this application is used for the purpose of limiting or eliminating any applicant from consideration for employment on any basis prohibited by applicable local, state or federal law.

I understand that this application remains current for only 30 days. At the conclusion of that time, if I have not heard from the employer and still wish to be considered for employment, it will be necessary for me to reapply and fill out a new application.

If I am hired, I understand that I am free to resign at any time, with or without cause and with or without prior notice, and the employer reserves the same right to terminate my employment at any time, with or without cause and with or without prior notice, except as may be required by law. This application does not constitute an agreement or contract for employment for any specified period or definite duration. I understand that no supervisor or representative of the employer is authorized to make any assurances to the contrary and that no implied oral or written agreements contrary to the foregoing express language are valid unless they are in writing and signed by the employer's president.

I also understand that if I am hired, I will be required to provide proof of identity and legal authorization to work in the United States and that federal immigration laws require me to complete an I-9 Form in this regard.

I understand that any information provided by me that is found to be false, incomplete or misrepresented in any respect, will be sufficient cause to (i) eliminate me from further consideration for employment, or (ii) may result in my immediate discharge from the employer's service, whenever it is discovered.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE APPLICANT AGREEMENT AND APPLICANT STATEMENT.
I certify that I have read, fully understand and accept all terms of the foregoing Applicant Agreement and Applicant Statement

Applicant's Signature: _____ Date: ____/____/____

ARBITRATION AGREEMENT

As a condition for reviewing your application for employment and if employed, continued employment with Gulf Coast Crane (GCC or Employer), GCC and the Applicant/Employee designated below mutually agree to arbitrate claims relating to his/her being considered for employment and subsequent employment, if any, as specified below.

GCC and Applicant/Employee each voluntarily promise and agree to submit any claim covered by this agreement to binding arbitration. We further agree that arbitration pursuant to this agreement shall be the sole and exclusive remedy for resolving any such claims or disputes. By agreeing to arbitrate, we understand that we are not giving up any substantive rights under either state or federal law. Rather, we are only agreeing to submit any claim or dispute to arbitration rather than a judicial (court) forum.

It is mutually agreed that this document shall govern and apply to the resolution of all claims and/or disputes between and among Applicant/Employee and GCC, and all disputes between and among Applicant/Employee and GCC's subcontractors, contractors, clients, vendors, facility owners where Applicant/Employee performs services for GCC, and each of their subsidiaries, affiliates, parents, employees, and agents, and any other person or entity who has signed this or a similar agreement or otherwise agreed to use arbitration to settle claims or disputes that may arise, including, by way of example, disputes arising from or concerning:

1. Any federal, state, or local laws, regulations, or statutes prohibiting employment discrimination (such as, without limitation, race, color, sex, national origin, age, disability, religion) and harassment.
2. Any alleged or actual agreement, contracts, or covenants (oral, written, or implied).
3. Any company policy or compensation or benefit plan.
4. Any claim for failure to hire or wrongful discharge of any kind.
5. Any other claim for personal, emotional, physical, or economic injury.

The only disputes which are not included within this mutual agreement to arbitrate are:

1. Claims by Applicant/Employee for workers' compensation or unemployment compensation benefits, except that claims of retaliation or discrimination connected with worker's compensation claims are subject to arbitration; and
2. Claims against Applicant/Employee for injunctive relief to protect GCC's and/or its client's or facility owner's confidential information and/or trade secrets, including to enforce rights pursuant to the parties' confidentiality agreement, if any.

The arbitration will be conducted in accordance with the Model Employment Arbitration Rules of the American Arbitration Association ("AAA") which are effective at the time arbitration is sought. Applicant/Employee will be responsible for up to \$250 of the initial arbitration fees, all remaining fees of the arbitrator will be borne by GCC, but each party shall be responsible for their own legal fees, costs and expenses unless otherwise awarded by the arbitrator. Any action to enforce arbitration or to enforce or vacate the arbitrator's award will be governed first by the Federal Arbitration Act if applicable, and otherwise by applicable state law so as to give this agreement the broadest application possible.

- a. The terms "GCC" and "Employer" mean Gulf Coast Crane and all related entities; all officers, directors, agents, shareholders, partners, benefit plans, benefit plan sponsors, fiduciaries, administrators, or affiliates of any of the above; and all successors and assigns of any of the above;
- b. Applicant/Employee means the individual whose signature is affixed hereto, and his or her heirs, spouse, representatives, successors and assigns.
- c. Execution of this Agreement is a term and condition of consideration for employment and actual employment by GCC. Applicant/Employee has had sufficient time to consider signing this Agreement and has had the opportunity to consult legal counsel about it. This Agreement is not, and shall not be construed to create, any contract of employment, express or implied, for any specific length of time, nor does this Agreement in any way alter the "at-will" status of any employment.
- d. This Agreement is issued with the authority of GCC and is binding on GCC. This Agreement may not be altered except by consent of GCC and shall be immediately effective upon notice to Applicant/Employee of its terms, regardless of whether it is signed by either Agreeing Party. Any change to this Agreement will only be effective upon notice to Applicant/Employee and shall only apply prospectively. Applicant's submission of documentation for employment consideration and/or performing services for GCC with knowledge of this Agreement shall constitute acceptance of its terms.

Applicant / Employee Name

For GCC (Signature not required)

Applicant / Employee Signature

Date