



THE RESERVE

EMPLOYMENT APPLICATION

The Reserve is an equal opportunity employer. M/F/V/D

Equal Employment Opportunity Policy: We are committed to providing equal employment opportunities to all employees and applicants without regard to race, religion, color, sex, gender, gender expression, gender identity, sexual orientation, national origin, ancestry, citizenship status, military or veteran status, marital status, pregnancy, age, protected medical condition, genetic information, disability, reproductive health decision making, protective hairstyles, victim of violence status or any other protected status in accordance with all applicable federal, state and local laws.

Name Last First Middle

Telephone No. ()

Cellular/Mobile/Pager No. () E-mail address:

Present Address No. Street City State Zip

- 1. How did you hear about this job? o Newspaper (Name:) o Reputation of The Reserve o Website (Name:) o Radio o Job Fair o Job Line o Referral (By:)

2. Position Desired: [] Part-time [] Full-time Date

Salary desired:

Available to work: Weekends? Yes No Holidays? Yes No Overtime? Yes No

What days and hours are you available to work? (Please indicate below)

Mon. Tues. Wed. Thurs. Fri. Sat. Sun.

EDUCATION AND TRAINING

Table with 5 columns: School Name and Location, Elementary School, High School, College/University, Graduate/Professional. Rows include Years Completed, Diploma/Degree, Describe Course of Study, Describe any job related specialized training, and Describe any honors you have received.

1. If relevant for the job you are applying for, do you speak, write or understand any languages other than English? Yes No

If yes, which language(s)? _____

2. Please indicate any actual experience, special training and qualifications that you have which you feel are relevant to the position for which you are applying: _____

3. Please answer the following questions (4-6) if you are applying for a professional position: (Includes: Massage Therapist, Loss Prevention/Security Officer and other positions.)

Please note: Valet Runners and any drivers of company vehicles must have valid California Driver's License and satisfactory driving record.

4. Are you licensed/certified for the job applied for? Yes No

5. Name of license/certification _____ Number: _____

6. Has this license/certification ever been revoked or suspended? Yes No

If yes, state reason(s), date of revocation or suspension and date of reinstatement: _____

PERSONAL INFORMATION

1. Have you ever worked for The Reserve or any affiliate property before? Yes No

If yes, when and where? _____

2. Do you have any friends or relatives who work at The Reserve? Yes No

If yes, when and where? _____

3. Are you currently employed? Yes No May we contact your employer? Yes No

4. If you are under 18 years of age, can you provide required proof of your eligibility to work? Yes No

5. If hired, can you present evidence of your U.S. citizenship or proof of your legal right to work in this country? Yes No

6. Are you able to perform the essential functions of the job(s) for which you are applying, either with or without reasonable accommodation? Yes No

7. If no, please describe the functions that cannot be performed:

(Note: We comply with the Americans with Disabilities Act and applicable state law, and consider reasonable accommodation measures that may be necessary for eligible applicants/employees to perform essential functions of the job or position applied for.)

8. Have you ever been terminated or asked to resign from any job? Yes No

If yes, please explain circumstances: _____

9. Please explain fully any gaps in your employment history: _____

EMPLOYMENT HISTORY (INCLUDING MILITARY SERVICE)

List below all present and past employment starting with your most recent employer (if additional room is needed, continue on additional paper/pages as necessary):

Employer	Dates Employed		Work Performed
City	State	From mo./yr. To mo./yr.	
Telephone Number(s)			
Job Title		Name and Title of Last Supervisor	
Exact Reason for Leaving			

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Telephone Number(s)			
Job Title		Name and Title of Last Supervisor	
Exact Reason for Leaving			

REFERENCES

List below three persons you have known at least one year. Do not list relatives:

Name _____ Address _____ Occupation _____ Telephone No. _____
Name _____ Address _____ Occupation _____ Telephone No. _____
Name _____ Address _____ Occupation _____ Telephone No. _____

THIS APPLICATION WILL BE CONSIDERED ACTIVE FOR A MAXIMUM OF THIRTY (30) DAYS. IF YOU WISH TO BE CONSIDERED FOR EMPLOYMENT AFTER THAT TIME, YOU MUST REAPPLY.

I CERTIFY THAT ALL OF THE INFORMATION THAT I HAVE PROVIDED ON THIS APPLICATION IS TRUE AND ACCURATE.

Signature of Applicant

Date

APPLICANT'S STATEMENT & AGREEMENT, INITIAL EACH PARAGRAPH AND SIGN BELOW:

_____ In the event of my employment in a position with The Reserve, I will comply with all rules and regulations of this Company. I understand that The Reserve may require me to submit a test for the presence of drugs and alcohol 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 upon the passing of a physical examination. I consent to the disclosure of the results of any physical examination and related tests to the Company. I understand that should I decline to sign this consent or take any of the above tests, my application for employment may be rejected or my employment may be terminated.

_____ I hereby state that all the information that I have provided on this application or any other documents completed in connection with my employment, and in any interview, is true and accurate. I have withheld nothing that would, if disclosed, affect this application unfavorably. I understand that if I am employed and any information provided to The Reserve is found to be false or incomplete in any respect, I may be dismissed. 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 an I-9 Form in this regard.

_____ I further understand that The Reserve may contact my previous employers. I authorize those employers to disclose to The Reserve 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 Reserve, 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 personal references to provide The Reserve with any pertinent information they may have regarding myself. I also authorize The Reserve to use social media and other internet resources as part of the pre-employment screening process to the extent permitted by law.

_____ I agree that, if hired, my employment shall not be for any specific duration and either The Reserve or I may terminate my employment relationship at any time, with or without cause and/or with or without prior notice. This express "at-will" acknowledgement supersedes any and all prior representations or understandings, whether written or oral, express or implied, between The Reserve and me. This relationship cannot be modified except by written agreement signed by the General Manager of The Reserve (or his or her written designee), or by the express terms of a collective bargaining agreement by which both The Reserve and I become expressly bound.

_____ I agree that The Reserve and I will both utilize binding 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 and/or application for employment, including but not limited to the termination of my employment and my compensation. The Reserve and I each specifically waive and relinquish our right to bring a claim against the other in a court of law, and this waiver shall be equally binding on any person who represents or seeks to represent myself or The Reserve in a lawsuit against the other in a court of law. Both The Reserve and I agree that any claim, dispute, and/or controversy that I may have against The Reserve (or its owners, directors, officers, managers, employees, or agents), or The Reserve may have against me, shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act ("FAA"), and, to the extent they do not conflict with the terms of this Agreement, in conformity with the procedures of the California Arbitration Act ("Act,"); (Cal. Code Civ. Proc. Sec 1280 et seq., including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery). Included within the scope of this Agreement are all disputes, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination, harassment and/or retaliation, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, or any other state or federal law or regulation), equitable law, or otherwise ("Claims"). The only exceptions to the requirement of 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, Employment Development Department claims, or as may otherwise be required by state or federal law. However, nothing herein shall prevent me from filing and pursuing proceedings before the California Civil Rights Department, or the United States Equal Employment Opportunity Commission (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). By this binding arbitration provision, both The Reserve and I give up our right to trial by jury of any claim I or The Reserve may have against each other. In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge, or an otherwise qualified individual to whom the parties mutually agree, and shall be subject to disqualification on the same grounds as would apply to a judge of such court. 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 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 in accordance with Cal. Civil Code Section 47(b). 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 settings of hearings. Awards 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. All Claims must be pursued on an individual basis only. The arbitrator shall have no power to consolidate Claims and/or to hear a collective or class action. By signing this Application, The Reserve and I waive their right to commence, or be a party to, any class, representative (including but not limited to Private Attorney General Act Claims) or collective Claims or to bring jointly with any other person or entity. This Arbitration Agreement shall be interpreted consistent with applicable law to ensure enforceability.

If an arbitrator finds any other provision of this Arbitration Agreement unenforceable, the arbitrator shall interpret or modify this Agreement, to the extent necessary, for it to be enforceable, subject to the new provisions of this paragraph. This Agreement shall be self-amending, meaning if by law or common law a provision is deemed unlawful or unenforceable, that provision and the Agreement automatically, immediately and retroactively, shall be amended, modified, and/or altered to be enforceable.

_____ Should a search of public records (including records documenting an arrest, indictment, conviction, civil judicial action, tax lien or outstanding judgement) be conducted by internal personnel employed by The Reserve, I am entitled to copies of any such public records obtained by The Reserve if I mark the checkbox below. If I am not hired as a result of such information, I am entitled to a copy of any such records whether or not I have checked the box below.
 I request a copy of any public record described in the paragraph above.

_____ This is the entire Agreement between myself and The Reserve regarding dispute resolution, the length of my employment, and the reasons for termination of my employment, and this Agreement supersedes any and all prior Agreements regarding these issues. Oral representations or Agreements made before or after my employment do not alter this Agreement.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THE ABOVE STATEMENTS AND UNDERSTAND AND AGREE TO THE SAME.

Signature of Applicant

Date

Signature of Human Resources Director

Date