



APPLICATION

GENERAL INFORMATION (PLEASE PRINT)

			DATE ____/____/____
LAST NAME	FIRST NAME	MIDDLE NAME	
PRESENT STREET ADDRESS	CITY	ZIP	PHONE NUMBER ()
IN CASE OF EMERGENCY CONTACT			PHONE NUMBER ()
WILL YOU ACCEPT PART-TIME WORK?	YES NO	WILL YOU ACCEPT FULL-TIME WORK?	YES NO
HAVE YOU EVER BEEN FIRED OR ASKED TO RESIGN FROM A JOB? IF YES, EXPLAIN:		YES	NO
DO YOU HAVE RELIABLE TRANSPORTATION TO/FROM WORK?		YES	NO

ACAI REPUBLIC LOOKS TO HIRE GREAT TEAM MEMBERS, THOSE WHO HAVE A GREAT ATTITUDE AND HAVE THE POTENTIAL AND DRIVE TO SUCCEED IN MANY POSITIONS. WE ONLY HAVE ONE JOB DESCRIPTION FOR THE REASON THAT SINCE WE ARE A TEAM, EVERYONE IS RESPONSIBLE FOR THE SUCCESS OF THE CAFE. ALL TEAM MEMBERS ARE CROSS-TRAINED IN ALL POSITIONS. THIS JOB REQUIRES TEAM MEMBERS TO HAVE THE ABILITY TO INTERACT WITH GUESTS, CONTINUOUS STANDING, WALKING, LIFTING (0-40 LBS), REACHING, CLEANING AND SMILING. CAN YOU PERFORM THESE FUNCTIONS WITH OR WITHOUT REASONABLE ACCOMMODATIONS YES NO

STATE HOURS AND DAYS YOU ARE AVAILABLE TO WORK:	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
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CAN YOU ACCEPT A POSITION IMMEDIATELY? IF NOT, WHEN:	YES NO	STATER NUMBER OF HOURS YOU WOULD PREFER TO WORK: # OF HOURS:
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EDUCATION HISTORY (PLEASE PRINT)

TYPE	NAME OF SCHOOL	ACADEMIC MAJOR	G. P. A.	DID YOU GRADUATE?
HIGH SCHOOL				
COLLEGE				
OTHER				

PLEASE LIST ANY DETAILS OF EXPERIENCE OR TRAINING THAT GIVE YOU SKILLS TO EXCEL IN THE POSITION YOU ARE APPLYING FOR:

PLEASE INDICATE ANY LANGUAGES YOU SPEAK FLUENTLY:

EMPLOYMENT HISTORY (PLEASE PRINT)

List most recent job first		
COMPANY & PHONE NUMBER: ADDRESS: IMMEDIATE SUPERVISOR:	TITLE/POSITION: EMPLOYED FROM (MO./YR.) ____ TO (MO./YR.) ____ PAY START ____ & END ____	REASON FOR LEAVING: MAY WE CONTACT EMPLOYER: YES / NO IF NO, EXPLAIN:
COMPANY & PHONE NUMBER: ADDRESS: IMMEDIATE SUPERVISOR:	TITLE/POSITION: EMPLOYED FROM (MO./YR.) ____ TO (MO./YR.) ____ PAY START ____ & END ____	REASON FOR LEAVING: MAY WE CONTACT EMPLOYER: YES / NO IF NO, EXPLAIN:



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REFERENCES (PLEASE PRINT & DO NOT LIST FAMILY MEMBERS)

NAME	RELATIONSHIP TO YOU	HOW LONG HAVE YOU KNOW THIS PERSON	TYPE OF REFERENCE (SCHOOL, WORK, PERSONAL)	PHONE NUMBER

AGREEMENT(PLEASE READ, SIGN AND DATE BELOW)

In the event of my employment to a position in this Company, I will comply with all rules and regulations of this Company. I understand that the Company reserves the right to require me to submit to a test for the presence of 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 upon the passing of a physical examination, and a test for the presence of alcohol in my system, performed by a doctor 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 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 personality and honesty tests prior to and during my employment. 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

I understand that in connection with this application and at any time during my employment the company may investigate my driving record and my criminal record and that an investigative consumer report may be prepared whereby information is obtained through personal interviews with my neighbors, friends, personal references, and others with whom I am acquainted. This inquiry includes information as to my character, general reputation, personal characteristics, and mode of living. I understand that I have the right to make a written inquiry within a reasonable period of time to receive additional detailed information about the nature and scope of such an investigation. If further 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 fully 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 my 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 Company with any pertinent information they may have.

I also 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 expense and increased efficiency) that private binding arbitration can provide both the Company and me, the Company and I agree that any claim, dispute, and/or controversy (including, but not limited to, any claims of discrimination or harassment, whether based on the California Fair Employment and Housing Act, as well as all other applicable state or federal laws or regulations) that would otherwise require or allow resort to any court or other governmental dispute resolution forum between me and the Company (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employee benefit and health plans) arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with the Company, whether based on tort, contract, statutory, or equitable law, or otherwise, (with the sole exception of claims arising under the National Labor Relations Act that are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers' Compensation Act, and Employment Development Department claims) shall be submitted to and determined exclusively by binding arbitration. I acknowledge that the Company's business and the nature of any employment in that business affect interstate commerce. I agree that the arbitration and this Agreement shall be controlled by the Federal Arbitration Act, in conformity with the procedures of the California Arbitration 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). However in addition to requirements imposed by law, any arbitrator herein shall be a retired California Superior Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. To the extent applicable in civil actions in California 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 for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8. 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 (including but not limited to, notions of "just cause") 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 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 setting of hearings. Awards shall include the arbitrator's written reasoned opinion and, at either party's written request within 10 days after issuance of the award, shall be subject to affirmation, reversal or modification, following review of the record and arguments of the parties by a second arbitrator who shall, as far as practicable, proceed according to the law and procedures applicable to appellate review by the California Court of Appeal of a civil judgment following court trial. If Cal. Civ. Proc. Code Sec. 1284.2 conflicts with other substantive statutory protections or controlling case law, the allocation of costs and arbitrator fees shall be governed by said statutory provisions or controlling case law. I UNDERSTAND BY AGREEING TO THIS BINDING ARBITRATION PROVISION THAT THE COMPANY AND I ARE GIVING UP OUR RIGHTS TO TRIAL BY JURY.

I further understand and voluntarily agree that this alternative dispute resolution program shall also cover claims of discrimination or harassment under Title VII of the Civil Rights Act of 1964, as amended. By marking the box to the right, I elect to give up the benefits of arbitrating such Title VII claims only

I hereby state that all of the information that I provided on this application or any other documents filled out in connection with my employment and/or in any interview for employment is true and correct. I have withheld nothing that would, if disclosed, affect this application unfavorably. I understand that if I am employed and any such information is later found to be false or incomplete in any respect, the Company may terminate my employment. If hired, I agree as follows: I understand that nothing in this Application creates or is intended to create a promise or representation of continued employment and that my employment, position, and compensation at the company are at-will, and may be changed or terminated by the Company at any time without notice and with or without cause. I also understand that I have the right to terminate my employment at any time, with or without cause or notice, and that the Company has a similar right. I further understand that my status as an "at-will" employee may not be changed. My signature below certifies that I understand the foregoing agreement that at-will status is the sole and entire agreement between the Company and me concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all contrary prior agreements, understandings, and representations (whether written or oral) concerning my employment with the company.

Should any term or portion of this Agreement be declared void or unenforceable it shall be severed and the remainder of this Agreement shall be enforced.

IF YOU HAVE ANY QUESTIONS REGARDING THIS STATEMENT AND AGREEMENT, PLEASE ASK A COMPANY REPRESENTATIVE BEFORE SIGNING.
MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND VOLUNTARILY AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS. DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT

Signature of Applicant

Date