

Can you travel if a job requires it? Yes No _____

Have you ever been discharged from a job for dishonesty, theft, fraud, physical violence or threats of physical violence? Yes No

Have you ever been convicted of or plead guilty or no contest to a felony? ____ Yes ____ No

If yes, did the felony involve theft, fraud, or physical violence? ____ Yes ____ No

Have you been convicted of or plead guilty to any misdemeanor (excluding only traffic violations) within the past 5 years? ____ Yes ____ No.

If yes, did the misdemeanor involve theft, fraud, or physical violence? ____ Yes ____ No

If you were charged, but the charges were dismissed or you were found not guilty, answer "No". If you received a deferred sentence, you must still answer "Yes". A "Yes" answer does not necessarily disqualify you from employment. If a criminal background check identifies a conviction that was not declared here, you may be terminated from employment.

If you answered yes to any of the above questions, please explain: _____

Are you able to perform the essential functions of the job for which you applied with or without reasonable accommodations? Yes No

Education

	Please print name, city, state for each school attended	Graduate/equivalency?	Diploma/Degree
High School		<input type="checkbox"/> Yes <input type="checkbox"/> No	
College		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Describe specialized training, apprenticeships, skills and extra-curricular activities; honors received; professional, trade, business, volunteer, or civic activities and offices held. (You may exclude

Employment Experience

Start with your present or last job. Include military service assignments where the experience is applicable to the job, and any volunteer activities. You may exclude organization names or other information that indicates age, race, color, religion, gender, national origin, or other protected status.

Employer:	Job Title:	Employment Dates
Address:	Supervisor:	From: To:
City: State: Zip:		Wage/Salary
Telephone Number:	Duties/Responsibilities:	Start: Final:
Reason for Leaving :		

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City: State: Zip:		Wage/Salary
Telephone Number:	Duties/Responsibilities:	Start: Final:
Reason for Leaving :		

Provide any information you feel may be helpful to us in considering your application. Include any specialized training, apprenticeships, skills, extra-curricular activities, honors received, professional, trade, business, volunteer, or civic activities and offices held. (You may exclude any information that would reveal sex, race, religion, national origin, age, ancestry, disability or other protected status).

List **current** professional licenses, registrations, or certifications (drafting, information systems, engineering, CPA, human resources, etc.):

U.S. Military service? Yes No Dates of Service: From _____ To _____. Indicate if you were dishonorably discharged. Yes No (Dishonorable discharge is not an absolute bar to employment and the facts of the discharge will be considered.)

References

List three persons not previously listed willing to provide professional or work related information. Do not include relatives or close personal friends.

	<u>Name</u>	<u>Address</u>	<u>City, State ZIP</u>	<u>Phone</u>
1				
2				
3				

PLEASE READ AND IF IN AGREEMENT SIGN BELOW

I certify that all statements made herein are true and complete to the best of my knowledge. I agree and understand that any misstatement of the facts herein may cause forfeiture on my part of all rights to employment and may result in discharge.

Some Town Pump, Inc. locations allow smoking. I understand that **Environmental Tobacco Smoke May be Present in the Workplace.**

I understand this application for employment shall be considered active for a period of time not to exceed 60 days. I authorize background checks, credit checks, investigations of my personal employment, financial and other related matters as may be necessary in arriving at an employment decision. I understand that neither this document nor any offer of employment from the employer constitutes an employment contract unless a specific document to that effect is executed by an officer of Town Pump, Inc.

IMPORTANT NOTICE TO APPLICANTS

If I accept employment with Town Pump, Inc, I agree that any claim or dispute I may have regarding my recruitment, employment, or termination from employment with Town Pump, Inc. shall be subject to binding arbitration as the sole and exclusive remedy. The claims required to be submitted to binding arbitration include, but are not limited to:

- Claims for breach of express or implied contract or covenant;
- Claims for wrongful termination;
- Claims for violation of employment policies;
- Tort claims;
- Claims for violation of the statutory duties imposed on employers and/or employees;
- Claims for personal equitable or monetary relief for illegal discrimination, harassment or retaliation.
- Claims for benefits, including benefits claimed under an employee pension or benefits plan.

The only claims excepted from this agreement for binding arbitration are claims for broad-based injunctive relief, requests for criminal prosecution, and claims under workers' compensation, minimum wage, overtime compensation, and unemployment compensation laws.

The arbitration shall be governed by the Montana Uniform Arbitration Act and the Town Pump Policy on Mandatory Arbitration. The Town Pump Policy includes provisions related to the demand for arbitration, the qualifications and selection of an arbitrator, the payment of attorney fees, and the arbitration hearing and award. Generally, the employee's obligation to pay towards fees and costs of arbitration is limited to \$125. The Town Pump Policy is available for your review at the location or online at www.townpump.com/HR/HowToApply.htm, or you may request a copy of the policy from Human Resources, P. O. Box 6000, Butte, MT 59702.

By accepting employment with Town Pump, I will be agreeing to submit all but the claims excepted above to binding arbitration and, in so doing, will be giving up my rights to have such claims decided by a commission or administrative agency or tried before a jury in a court of law.

THE RIGHTS TO AN ADMINISTRATIVE REMEDY, TO A JUDICIAL FORUM, AND TO TRIAL BY JURY ARE IMPORTANT RIGHTS, AND YOU MAY WISH TO CONSULT AN ATTORNEY BEFORE ACCEPTING EMPLOYMENT WITH TOWN PUMP.

I have reviewed the above notice and understand that if I accept employment with Town Pump, I agree to binding arbitration of all but the above excepted claims.

SIGNATURE _____ **DATE** _____