



# Application for Employment

(An Equal Opportunity Employer)

It is our company policy to comply with all applicable state and federal laws prohibiting discrimination in employment based on race, age, color, sex, religion, national origin, disability or other protected classifications.

## PLEASE PRINT

Today's Date: _____	Social Security Number: _____
Name: _____	
Address: _____	
Street Address	
City	State
	Zip
Telephone # - (A.M.): (_____) _____	(P.M.): (_____) _____
email: _____	

Position(s) applying for \_\_\_\_\_  F/T  P/T  Seasonal

Expected earnings: \_\_\_\_\_ If hired, on what date can you start work? \_\_\_\_\_

How did you hear about the job opening? \_\_\_\_\_

Please list what days and hours you are available

	SUN	MON	TUE	WED	THU	FRI	SAT
FROM							
TO							

Please list any geographic preferences and/or restrictions: \_\_\_\_\_

Are you presently on layoff or leave of absence from any other company?: \_\_\_\_\_

## PERSONAL INFORMATION

Have you ever applied to or been employed by Ritz Camera & Image?  Yes  No

If yes, what location? \_\_\_\_\_ Dates \_\_\_\_\_

If you have been employed by a camera store, portrait studio, and/or photofinishing lab, other than Ritz Camera & Image family of stores please state the name(s) and location(s).  
\_\_\_\_\_

Do you have any friends or relatives working for Ritz Camera & Image?  Yes  No

If yes, state name and relationship: \_\_\_\_\_

Do you have a non-compete agreement with a current or previous employer?  Yes  No

Are you at least 18 years of age?  Yes  No

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

Have you been convicted of a crime in the past seven years? Convictions within the last 7 years will not necessarily disqualify you from employment with Ritz Camera & Image but will be considered only as it relates to the job. (Do not answer if you reside in the State of Massachusetts or New York)  
 Yes  No

If you answered "yes", please explain (Answering "Yes" to these questions does not constitute an automatic bar to employment. Factors such as age and time of the offense, seriousness and nature of the violation, and rehabilitation will be taken into account. Do not include minor traffic infractions, and convictions for which the record has been sealed or expunged, any conviction for which probation has been successfully completed or otherwise discharged and the case has been judicially dismissed, referrals to and participation in any pretrial or post trial diversion programs, and marijuana-related offenses that occurred over two years ago in answering these questions)

# EMPLOYMENT HISTORY

Please list below all present and past employment starting with your most recent employer. **(Please complete this section even if attaching a resume.** You may attach additional pages if necessary).

Name of Employer:	Phone #: (      )
Address:	Starting Salary: Ending Salary:
Supervisor's Name:	Phone #: (      )
Dates of Employment: From: To:	Reason for Leaving:
May we contact the supervisor indicated above?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Position:	

Name of Employer:	Phone #: (      )
Address:	Starting Salary: Ending Salary:
Supervisor's Name:	Phone #: (      )
Dates of Employment: From: To:	Reason for Leaving:
May we contact the supervisor indicated above?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Position:	

Name of Employer:	Phone #: (      )
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Dates of Employment: From: To:	Reason for Leaving:
May we contact the supervisor indicated above?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Position:	

Name of Employer:	Phone #: (      )
Address:	Starting Salary: Ending Salary:
Supervisor's Name:	Phone #: (      )
Dates of Employment: From: To:	Reason for Leaving:
May we contact the supervisor indicated above?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Position:	

## EDUCATION HISTORY

Indicate your highest level of education: (please circle one)      9    10    11    12    13    14    15    16

	City, State	Diploma/Degree	Major or Area of Concentration	GPA
High School				
College or University				
Business or Trade School				
Other				

## REFERENCES

List three people who are not related to you, who have definite knowledge of your qualifications and suitability for the position for which you are applying. Do not repeat the names you have listed under Employment History.

Full Name:
Occupation:
Phone #:
Address:

Full Name:
Occupation:
Phone #:
Address:

Full Name:
Occupation:
Phone #:
Address:

**TRAINING OR EXPERIENCE**  
(Relative to position you are applying for)

	<b>1st</b>	<b>2nd</b>	<b>3rd</b>
Name and Location of Facility and/or Retail Store			
Subjects Covered or Specific Experience			
Dates			
Phone Number			

**COMPUTER / TECHNICAL SKILLS**  
(please rate your proficiency from 1-5 with 5 being the best)

Microsoft Word
Microsoft Excel
Microsoft Access
Microsoft Powerpoint
AS/400
Other software

**Whether you are applying for a sales or a lab position, please answer all of the following questions to the best of your ability. (Incorrect answers will not disqualify you from consideration of employment.)**

- What is the difference between an "aggressive" salesperson and a "pushy" salesperson?
  
- Have you ever visited a Ritz Camera & Image? Where? Describe your experience.
  
- What do you like about sales, photography?

- Why would you like to work for our company?
- Describe a specific situation where you have provided excellent customer service. Why was this effective?
- List; in order of importance, the statements that best describe your feelings toward your next job. (1 being the best, ect.)

Looking for a career                       Advancements with the company  
 Would like to earn a lot of money                       Pride in doing a good job  
 Would like a job where I could be comfortable

- Although it takes a lot to upset most people; what would upset you?
- If a customer gives you \$20.00 for a \$7.32 sale, how much change would you give them? (Circle one)
  - a. \$13.78      b. \$11.78      c. \$12.68      d. 13.68
- On a scale of 1 to 10 (10 being the best) how would you rate yourself as a mechanically inclined person?
- Do you currently own or use a camera?
- What do you think of the saying, "the customer is always right?"
- Please determine the sums of each of the following:

-90	1.16	-54	.62
<u>.84</u>	<u>-.64</u>	<u>-.71</u>	<u>1.81</u>

If you are applying for a Ritz Camera & Image location, please answer the following:

- If a negative is underexposed, has it received too much light or not enough light?
- What is the difference between digital and optical zoom?



# Arbitration Agreement Acknowledgement

## **AGREEMENT TO ARBITRATE**

I understand and agree that during or following my employment with RITZ CAMERA & IMAGE ("Employer") and its subsidiaries, differences may arise. When Employer's informal problem resolution process is not successful in resolving these differences, the Employer and I hereby agree to use an outside arbitrator to settle disputes as described in this Agreement to Arbitrate ("Agreement").

Throughout this Agreement, the term "Employer" is used to refer to RITZ CAMERA & IMAGE, its former, current and future parents, predecessors, affiliates, subsidiaries, and its and their former, current and future directors, officers, agents, employees, and representatives.

## **Claims Covered by this Agreement**

The Employee and Employer mutually agree to resolution exclusively by binding arbitration under the Federal Arbitration Act of any and all claims or controversies (collectively, "claims") relating to, arising from, or bearing any relation to the Employee's seeking of employment, employment, or termination of employment with Employer that the Employee may have against Employer (or against its officers, shareholders, directors, employees, or benefit plans, the benefit plans' sponsors, fiduciaries, administrators, or affiliates; and all successors and assigns of any of them, or agents in their capacity as such or otherwise,) or that Employer may have against the Employee, except as required by state or federal law.

The claims covered by this Agreement include but are not limited to the following: claims for wages or other compensation due; claims for breach of any contract or covenant (express or implied); tort claims; claims for discrimination or harassment (including but not limited to race, sex, religion, national origin, age, disability, citizenship, marital status, or any other basis protected by any applicable federal, state or local law); claims for benefits (except where an employee benefit or pension plan specifies that its claims procedure shall use an arbitration procedure different from this one); claims for violation of any federal, state, or local law, statute, regulation, or ordinance; and claims recognized under common law.

## **At Will Employment Relationship Preserved**

Nothing contained herein shall constitute an express or implied contract of employment for any definite period of time or warranty of any benefits, or in any way modify or alter the nature of the at will employment relationship. This provision, moreover, shall not be interpreted to impose upon Employer or Employee any obligations or rights not already provided for by federal, state or local law or common law. This Agreement simply transfers resolution of any and all disputes to final and binding arbitration for the mutual benefit of the Employee and Employer.

## **Representation**

Any party may be represented by an attorney and/or other representative selected by the party.

## **Request for Arbitration**

In the event of any dispute hereunder, the party seeking arbitration of a claim shall serve notice to the other party of intent to arbitrate a claim by sending a written Request for Arbitration to the other party. This request shall be sent by certified mail, return receipt requested, hand delivery, or facsimile transmittal. The Request for Arbitration shall identify the nature of the claim asserted, the statutory provision or legal theory under which the claim is made, the date of events giving rise to the claim, and the facts upon which the claim is asserted. A Request for Arbitration must be delivered to the opposing party within the period of the statute of limitations applicable under the substantive law governing the claim. Any claims not asserted within this time period shall be automatically forfeited and waived and are not subject to resolution under this Agreement or by a court of law.

Notice to Employer, or its officers, directors, employees, or agents, shall be sent to The Director of Human Resources, 6711 Ritz Way, Beltsville, Maryland, 20705. Notice to the Employee shall be sent to the Employee's last address of record in the Employee's personnel file.

### **Arbitration Proceedings**

In addition to requirements imposed by law, any arbitrator herein shall be subject to disqualification on the same grounds as would apply to a judge of a Federal District Court. The Company further agrees to bear the cost of any forum fees associated with the arbitration, including the cost of the arbitrator's services, to the extent they exceed the costs which would be associated with filing and pursuing a claim in District Court. 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.

### **Selection of Arbitrator**

There shall be one arbitrator, who shall be a retired judge or an attorney at law, and shall be chosen by agreement of the parties. In the event that the parties are unable to agree on an arbitrator, the parties may petition a court of general jurisdiction for the sole purpose of appointing an arbitrator.

### **Authority of the Arbitrator**

The arbitrator shall be exclusively responsible for deciding the applicability and enforceability of this agreement to arbitrate and the arbitrability of any claim presented. The arbitrator shall apply the federal, state or local substantive and remedial law applicable to the claim. In addition, the arbitrator shall apply the elements of proof, burden of proof formulation, mitigation duty, interim earnings offsets, and other legal rules or requirements of the statutory provision or common law under which the claim is brought. 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 jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences by telephone or in person, as the Arbitrator deems necessary. To the extent applicable in civil actions in United States District Courts, all rules of pleading, evidence, and all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings shall apply and be enforced.

The Arbitrator shall not have the power and authority to change Employer's lawful personnel policies or practices, or to substitute his/her own judgment for the lawful business judgment of Employer.

The Arbitrator's decision shall be final and binding upon the parties, except as provided in this Agreement.

### **Discovery**

The parties shall have the right to conduct discovery, including the taking of depositions, and the right to propound interrogatories, requests for production of documents, and requests for admission of facts and genuineness of documents as provided in the Federal Rules of Civil Procedure. The arbitrator shall have the power to subpoena witnesses and documents for deposition and the arbitration.

Limits to discovery shall be determined in a discovery conference between both parties and the arbitrator, and the arbitrator's decisions will be final and binding.

### **Arbitration Procedures**

The arbitration shall take place in or near the city in which the Employee is or was last employed by Employer.

Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of the proceedings.

Either party, upon request at the close of hearing, shall be given leave to file a post-hearing brief. The time for filing such a brief shall be set by the Arbitrator.

The arbitrator's decision shall be communicated in a written opinion, specifying the legal and factual basis for the decision.

### **Judicial Review**

Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement, to appoint an arbitrator, and to enforce an arbitration award. Except as otherwise provided in this Agreement, both the Employee and Employer agree that neither shall initiate nor prosecute any lawsuit or administrative action (other than an administrative charge of discrimination) in any way related to any claim covered by this Agreement. The parties further understand that, by this Agreement, they are waiving their right to have a claim adjudicated by a court or jury.

### **Interstate Commerce**

The parties acknowledge and agree that Employer is engaged in transactions involving interstate commerce and that the Employee's employment involves such commerce.

### **Requirements for Modification or Revocation**

This Agreement to arbitrate shall survive the termination of the Employee's employment. It only can be revoked or modified by a written statement, signed by the parties, that specifically states intent to revoke or modify this Agreement.

### **Sole and Entire Agreement**

This is the complete agreement of the parties on the subject of arbitration of disputes (except for any arbitration agreement in connection with any pension or benefit plan). This Agreement supersedes any prior or contemporaneous oral or written understanding on the subject. No party is relying on any representations, oral or written, on the subject of the effect, enforceability, or meaning of this Agreement, except as specially set forth in this Agreement.

### **Construction**

If any provision of this Agreement is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication shall not affect the validity of the remainder of this Agreement.

### **Consideration**

The Employee has entered into this Agreement in consideration for his/her employment with the Employer. Additionally, the promises by the Employee and Employer to arbitrate claims rather than litigate them before courts or other bodies provide consideration for each other.

June 2010

**THE EMPLOYEE AND EMPLOYER HEREBY ACKNOWLEDGE THAT HE/SHE HAS CAREFULLY READ THIS MUTUAL AGREEMENT TO ARBITRATE CLAIMS, THAT HE/SHE UNDERSTANDS AND AGREES TO ABIDE BY ITS TERMS, AND THAT ALL UNDERSTANDINGS AND AGREEMENTS BETWEEN EMPLOYER AND THE EMPLOYEE RELATING TO THE SUBJECTS COVERED IN THIS AGREEMENT ARE CONTAINED IN IT, AND THAT HE/SHE ARE NOT RELYING ON ANY PROMISES OR REPRESENTATIONS BY THE OTHER PARTY, OTHER THAN THOSE CONTAINED IN THIS AGREEMENT ITSELF.**

\_\_\_\_\_  
Applicant's Full Name (Please Print)

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Witnessed By (Please Print)

\_\_\_\_\_  
Witnesses' Signature



**CERTIFICATION AND SIGNATURE**

**Read the following carefully before you sign.**

I certify that I, the undersigned applicant, have personally completed this application. I understand that any omission or misstatement of material fact on this application or on any document used to secure employment, shall be grounds for rejection of this application or immediate discharge if I am employed, regardless of the time elapsed before discovery. During the application process, and at any time during subsequent employment, I hereby authorize the company to thoroughly investigate my references, work record, education, credit and/or other matters related to my suitability for employment and, further, authorize the references I have listed to disclose to Ritz Camera & Image any and all letters, reports and other information related to my work records, without giving me prior notice of such disclosure. In addition, I hereby release Ritz Camera & Image, my former employers and all other persons, corporations, partnerships and associations, from any and all claims, demands or liabilities arising out of or in any way related to such investigation or disclosure. I understand that nothing contained in the application, or conveyed during any interview which may be granted or during my employment, if hired, is intended to create an employment contract between myself and Ritz Camera & Image. I understand and agree that if I am hired, my employment is not guaranteed for any term and my employment may be terminated by Ritz Camera & Image or myself at any time and for any reason. Only the Chief Operating Officer (COO) is authorized to make any oral assurance or promise of continued employment, which must be in writing. I understand that I am required to abide by all policies and regulations of Ritz Camera & Image.

If offered a position with Ritz Camera & Image, you will be required to complete the Form I-9 on your first day of employment to establish that you are authorized to work in the United States. Failure to do so will result in not be permitted to start employment that day. You will be given an opportunity to provide us with the required documentation and the offer of employment will remain open for three business days. If you are not able to provide us with the required documentation by that time, your offer of employment will automatically expire.

**THANK YOU FOR APPLYING AT RITZ CAMERA & IMAGE**

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

This application will remain on active file for 60 days. If I am hired within this period, this form will be transferred to my individual personnel file. If I am not hired within 60 days, this application is no longer active and I will need to reapply for employment if I wish to be considered for a position with Ritz Camera & Image.

**APPLICANTS IN THE STATE OF MARYLAND ONLY**

**UNDER MARYLAND LAW, AN EMPLOYER MAY NOT REQUIRE OR DEMAND, AS A CONDITION OF EMPLOYMENT, PROSPECTIVE EMPLOYMENT, OR CONTINUING EMPLOYMENT, THAT AN INDIVIDUAL SUBMIT TO OR TAKE A LIE DETECTOR OR SIMILAR TEST. AN EMPLOYER WHO VIOLATES THIS PROVISION IS GUILTY OF A MISDEMEANOR AND SUBJECT TO A FINE NOT EXCEEDING \$100.**

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

**APPLICANTS IN THE STATE OF MASSACHUSETTS ONLY**

**IT IS UNLAWFUL IN MASSACHUSETTS TO REQUIRE OR ADMINISTER A LIE DETECTOR TEST AS A CONDITION OF EMPLOYMENT OR CONTINUED EMPLOYMENT. AND EMPLOYER WHO VIOLATES THIS LAW SHALL BE SUBJECT TO CRIMINAL PENALTIES AND CIVIL LIABILITY.**

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_