

## APPLICATION FOR EMPLOYMENT

We appreciate your interest. We are an equal employment opportunity employer. Our policy is not to discriminate against any applicant or employee based on race, color, sex, religion, national origin, age (40 and over), disability, military status, genetic information or any other basis protected by applicable federal, state, or local laws. We also prohibit harassment of applicants or employees based on any of these protected categories. It is also our policy to comply with all applicable federal, state and local laws respecting consideration of unemployment status in making hiring decisions.

**Note to Applicants:** Smoking is prohibited in all indoor areas unless designated smoking areas have been established by a particular location in accordance with applicable state and local law.

**Note to Rhode Island Applicants:** We are subject to Chapters 29-38 of Title 28 of the General Laws of Rhode Island, and are therefore covered by the state's workers' compensation law.

### GENERAL INFORMATION

Please complete all requested information. Use ink and print.

|   |                  |  |                           |
|---|------------------|--|---------------------------|
| Location  | Today's Date     | Position Applying For  |                           |
| Name (Last)   | (First) (Middle) | Minimum Salary Desired   | Date Available for Work   |
| Street Address  |                  | Are you at least 18 years old? <input type="checkbox"/> Yes <input type="checkbox"/> No  |                           |
| City  | State Zip        | Telephone (Home)<br>( ) -  | Telephone (Work)<br>( ) - |
| Have you ever used any other name(s) which is (are) necessary for us to know in order for us to verify your employment or educational record? <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>If yes, please provide the other name(s):                                       |                  | Are you available to work overtime as needed?<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>If yes, are you available weekdays? weekends?   |                           |
| Have you previously worked for or applied for a position with this Company, in any of our locations either as an employee or through an employment agency?<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>If yes, please explain when and, if employed, in what capacity: |                  | Are you related to or in a close personal relationship with anyone now employed at this Company? (An answer of "Yes" will not automatically disqualify you from the position for which you are applying.)<br><input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>If yes, state name(s) and where they are located. |                           |

### PERMISSION TO WORK

Are you legally authorized to work in the United States?  Yes  No

Will you now or in the future require sponsorship for employment visa status (e.g. H-1B status)?  Yes  No

### REFERRAL INFORMATION

How did you learn about us?

Employment Agency (state name): \_\_\_\_\_

School (state name): \_\_\_\_\_

Reputation of Firm \_\_\_\_\_

Newspaper ad (name of paper): \_\_\_\_\_

Referral (state name): \_\_\_\_\_

Other: \_\_\_\_\_

## WORK EXPERIENCE

Please specify your complete full-time and part-time employment history, including self-employment. You may include any verified work performed on a volunteer basis. Begin with your most recent employer. If you require additional space, please use the reverse side of this page and/or the following page.

|          |   |   |
|----------|---|---|
|          | Company Name                                | Telephone<br>(    )    -                                  |
|          | Address                                     | Employed (Month and Year)<br>From                      To |
| <b>1</b> | Name, Title, and Phone Number of Supervisor | Reason for Leaving:                                       |
|          | Job Title, and Work Responsibilities        |   |

|          |   |   |
|----------|---|---|
|          | Company Name                                | Telephone<br>(    )    -                                  |
|          | Address                                     | Employed (Month and Year)<br>From                      To |
| <b>2</b> | Name, Title, and Phone Number of Supervisor | Reason for Leaving:                                       |
|          | Job Title, and Work Responsibilities        |   |

|          |   |   |
|----------|---|---|
|          | Company Name                                | Telephone<br>(    )    -                                  |
|          | Address                                     | Employed (Month and Year)<br>From                      To |
| <b>3</b> | Name, Title, and Phone Number of Supervisor | Reason for Leaving:                                       |
|          | Job Title, and Work Responsibilities        |   |

*(Employment record continued on next page.)*

### WORK EXPERIENCE (CONTINUED)

Please specify your complete full-time and part-time employment history, including self-employment. You may include any verified work performed on a volunteer basis. Begin with your most recent employer. If you require additional space, please use the reverse side of this page and/or the following page.

|          |   |   |
|----------|---|---|
| <b>4</b> | Company Name                                | Telephone<br>(    )    -                                  |
|          | Address                                     | Employed (Month and Year)<br>From                      To |
|          | Name, Title, and Phone Number of Supervisor | Reason for Leaving:                                       |
|          | Job Title and Work Responsibilities         |   |

All employers including your current employer may be contacted to verify the information you provide. May we contact your current employer prior to any offer of employment? Yes  No

### PROFESSIONAL REFERENCES

Individuals not related to you. Business references preferred.

| Name | Occupation | Phone | Address | Years Known and Capacity |
|------|------------|-------|---------|--------------------------|
|      |            |       |         |                          |
|      |            |       |         |                          |
|      |            |       |         |                          |

### EDUCATION & TRAINING

Please include name, street, city, state and zip code for each school.

| School                       | Name and Location of School | Number of Years Completed | Degree | Type of Course/Major |
|------------------------------|-----------------------------|---------------------------|--------|----------------------|
| Graduate                     |                             |                           |        |                      |
| College                      |                             |                           |        |                      |
| High School                  |                             |                           |        |                      |
| Business/Trade/<br>Technical |                             |                           |        |                      |

## JOB-RELATED SKILLS AND QUALIFICATIONS

Please summarize your job-related skills and qualifications:

## ADDITIONAL EMPLOYMENT INQUIRIES

**If applying for a position that will include driving:**

If hired, can you provide a valid driver's license?  Yes  No

If hired, you may be required to provide evidence of insurance or insurability.

Emergency Contact Person

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

## APPLICANT'S STATEMENT & ACKNOWLEDGMENT

THIS APPLICATION IS NOT COMPLETE UNTIL IT IS FULLY COMPLETED, SIGNED, AND ALL STATEMENTS BELOW HAVE BEEN READ AND INITIALED.

- Initial: \_\_\_\_\_ I certify that all of the information furnished on this application and during the application process is true, complete and correct to the best of my knowledge. I understand that any misrepresentation or omission of facts called for may result in refusal to hire or, if hired, may result in my dismissal at any time regardless of when the false answer or omissions are discovered.
- Initial: \_\_\_\_\_ I recognize that this employment application is not an offer of employment. I agree that if I am hired by the Company, I **will be an at-will employee**, meaning that either the Company or I may end the employment relationship at any time with or without cause or notice. I understand that only authorized representatives with explicit authority to enter into agreements, and no manager, supervisor, or other non-authorized representative of the Company, has authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the at-will employment relationship, and with respect to any agreement entered into by the explicitly authorized representative, any such agreements must be in writing and signed by the explicitly authorized representative and by me or my authorized representative. You may contact human resources to inquire as to who the explicitly authorized representative is.
- Initial: \_\_\_\_\_ I further understand and agree that, except for my at-will employment status, if hired, my wages, hours, working conditions, job assignment(s), and compensation rate(s) will be subject to change by the Company.
- Initial: \_\_\_\_\_ I understand that if I am offered employment, I may be required to sign a non-solicitation and non-disclosure agreement, as a condition of the employment.
- Initial: \_\_\_\_\_ I understand that the Company may share the information contained in this application with other Company employees for employment and administrative purposes and hereby consent to such transfer.
- Initial: \_\_\_\_\_ I hereby authorize, to the extent allowed by applicable federal state and local laws, the Company to conduct its own investigation of my references, employment history and education and, further, authorize the references and prior employers I have listed to disclose to the Company information related to my employment history and qualifications for the position for which I am applying, without giving me prior notice of such disclosure.
- Initial: \_\_\_\_\_ I understand and expressly agree that if employed by the Company, storage areas provided for me (locker, desk, etc.) are open to investigation by the Company without prior notice to me.
- Initial: \_\_\_\_\_ I agree to undergo a pre-employment physical examination consistent with federal and state law.
- Initial: \_\_\_\_\_ I agree to submit to legally permissible drug testing upon an offer of employment from the Company and prior to starting work. I agree that any offer of employment is contingent upon my receiving a negative test result.
- Initial: \_\_\_\_\_ **Delaware, Massachusetts, New York, Oregon, Puerto Rico and California Applicants:** I understand that the Company may not ask or require applicants to disclose past salary, wages or other compensation.
- Initial: \_\_\_\_\_ **Massachusetts Applicants:** I understand that it is unlawful in Massachusetts to require or administer a lie detector test as a condition of employment or continued employment. An employer who violates this law shall be subject to criminal penalties and civil liability.
- Initial: \_\_\_\_\_ **Maryland Applicants:** I UNDERSTAND THAT UNDER MARYLAND LAW, AN EMPLOYER MAY NOT REQUIRE OR DEMAND, AS A CONDITION OF EMPLOYMENT, PROSPECTIVE EMPLOYMENT OR CONTINUED EMPLOYMENT, THAT ANY INDIVIDUAL SUBMIT TO OR TAKE A POLYGRAPH OR SIMILAR TEST. AN EMPLOYER WHO VIOLATES THIS LAW IS GUILTY OF A MISDEMEANOR AND SUBJECT TO A FINE NOT EXCEEDING \$100.

## ARBITRATION AGREEMENT

Please read the following Arbitration Agreement carefully, then acknowledge that you have read and agreed to it by providing the information requested at the bottom of the page.

**ARBITRATION AGREEMENT.** The Company (which includes jointly and separately the National Veterinary Associates, Inc. ("NVA") and any parents, subsidiaries, affiliates and/or related entities) and I mutually understand, contract and agree, through this "Arbitration Agreement," that any and all claims and/or disputes, past, present or future, between me and the Company, arising out of or related to my application for employment (including without limitation denial of this application) shall be decided by an arbitrator through arbitration and not by way of court or jury trial. The Arbitrator shall be selected by mutual agreement of the Company and me. Unless the Company and I mutually agree otherwise, the Arbitrator shall be an attorney licensed to practice in the location where the arbitration proceeding will be conducted or a retired federal or state judicial officer who presided in the jurisdiction where the arbitration will be conducted. If for any reason the parties cannot agree to an Arbitrator, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral Arbitrator. The court shall then appoint an arbitrator, who shall act under this Agreement with the same force and effect as if the parties had selected the arbitrator by mutual agreement. The location of the arbitration proceeding shall be no more than 45 miles from and in the same state where I applied and/or last worked for the Company, unless each party to the arbitration agrees in writing otherwise. The Federal Arbitration Act (9 U.S.C. § 1 *et seq.*) shall apply to this Arbitration Agreement.

Except for claims that are excluded below, this Arbitration Agreement applies to any and all covered claims and/or disputes that the Company may have against me or that I may have against: (1) the Company, (2) its or their officers, directors, employees, or agents in their capacity as such or otherwise, and (3) all successors and assigns of any of them. Disputes subject to this Arbitration Agreement include without limitation, to disputes with any entity or individual arising out of or related to the application for employment (including denial of that application), background checks, privacy, contracts, trade secrets, unfair competition, compensation, classification, minimum wage, seating, expense reimbursement, overtime, breaks and rest periods, retaliation, discrimination, or harassment and claims arising under the Fair Credit Reporting Act, Defend Trade Secrets Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. §1981, the Rehabilitation Act, the Civil Rights Acts of 1866 and 1871, the Civil Rights Act of 1991, the Pregnancy Discrimination Act, Equal Pay Act, Americans With Disabilities Act, Age Discrimination in Employment Act, Family Medical Leave Act, Fair Labor Standards Act, Employee Retirement Income Security Act (except for claims for employee benefits under any benefit plan sponsored by the Company and (a) covered by the Employee Retirement Income Security Act of 1974 or (b) funded by insurance), Affordable Care Act, Genetic Information Non-Discrimination Act, Uniformed Services Employment and Reemployment Rights Act, Worker Adjustment and Retraining Notification Act, Older Workers Benefits Protection Act of 1990, Occupational Safety and Health Act, Consolidated Omnibus Budget Reconciliation Act of 1985, False Claims Act, state or local statutes or regulations addressing the same or similar subject matters, and all other federal, state or local statutory and legal claims (including without limitation torts) arising out of or relating to my application for employment or denial of that application. Further, covered claims and/or disputes include any claim or controversy regarding this Arbitration Agreement or any portion of the Arbitration Agreement or its interpretation, enforceability, applicability, unconscionability, arbitrability or formation, or whether the Arbitration Agreement or any portion of it is void or voidable, with the exception noted in the Class Action Waiver below.

The following claims and/or disputes are not covered under this Arbitration Agreement: (i) Workers' Compensation benefit claims; (ii) state unemployment or disability insurance compensation claims; (iii) claims for benefits under employee benefit plans covered by ERISA that contain an appeal procedure or other exclusive and/or binding dispute resolution procedure in the respective plan; (iv) claims under the National Labor Relations Act within the jurisdiction of the National Labor Relations Board; (v) claims that the Dodd-Frank Wall Street Reform and Consumer Protection Act (Public Law 111-203) or as provided by another Act of Congress are not arbitrable under this Agreement. Regardless of any other terms of this Arbitration Agreement, a claim may be brought before and remedies awarded by an administrative agency if, and only if, applicable law permits the agency to adjudicate the claim notwithstanding the existence of an agreement to arbitrate. Such administrative claims include without limitation claims or charges brought before the Equal Employment Opportunity Commission ([www.eeoc.gov](http://www.eeoc.gov)), the U.S. Department of Labor ([www.dol.gov](http://www.dol.gov)), the National Labor Relations Board ([www.nlr.gov](http://www.nlr.gov)), the Office of Federal Contract Compliance Programs ([www.dol.gov/esa/ofccp](http://www.dol.gov/esa/ofccp)) and law enforcement authorities. I understand the Company will not retaliate against me for filing such a charge. Nothing in this Agreement prevents the investigation by a government agency of any report, claim or charge otherwise covered by this Agreement. This Agreement also does not prevent federal administrative agencies from adjudicating claims and awarding remedies based on those claims, even if the claims would otherwise be covered by this Agreement. Nothing in this Agreement prevents or excuses a party from satisfying any conditions precedent and/or exhausting administrative remedies under applicable law before bringing a claim in arbitration. I understand and acknowledge that the Company will not retaliate against me for filing a claim with an administrative agency or for exercising rights (individually or in concert with others) under Section 7 of the National Labor Relations Act.

**Class Action Waiver:** Private Attorney General representative actions under the California Labor Code are not covered by this Agreement, not arbitrable, and may be maintained in a court of law, but individual claims I bring for recovery of unpaid wages shall be subject to this Agreement. I understand this Agreement affects my ability to participate in class or collective actions. Both the Company and I agree to bring any dispute in arbitration on an individual basis only, and not on a class or collective basis. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class or collective action, or as a member in any such class or collective proceeding ("Class Action Waiver"). Notwithstanding any other provision of this Agreement, disputes regarding the validity, enforceability or breach of the Class Action Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class or collective action and (2) there is a final judicial determination that all or part of the Class Action Waiver unenforceable, the class and/or collective action to that extent must be litigated in a civil

court of competent jurisdiction, but the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration.

I understand and acknowledge and the Company agrees that I will not be retaliated against, disciplined or threatened with discipline as a result of filing of or participation in a class or collective action in any forum. However, I understand the Company may lawfully seek enforcement of this Agreement and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class or collective actions or claims. Notwithstanding any other clause contained in this Agreement, any claim in court or arbitration that all or part of the Class Action Waiver is invalid, unenforceable, unconscionable, void or voidable may be determined only by a court and not by an arbitrator.

The Class Action Waiver shall be severable in any case in which the dispute is filed as an individual action and severance is necessary to ensure that the individual action proceeds in arbitration.

**DO NOT SIGN UNTIL YOU HAVE CAREFULLY READ THE ABOVE ARBITRATION AGREEMENT. BY SIGNING BELOW, YOU ARE AGREEING THAT YOU HAVE CAREFULLY READ THIS ARBITRATION AGREEMENT AND ARE YOU ARE GIVING UP YOUR RIGHT TO A COURT OR JURY TRIAL ON COVERED CLAIMS, AND THAT PURSUANT TO THE TERMS OF THIS ARBITRATION AGREEMENT, YOU AND THE COMPANY ARE AGREEING TO ARBITRATE DISPUTES COVERED BY THIS ARBITRATION AGREEMENT. YOU ARE FREE TO MAKE A COPY OF THE SIGNED APPLICATION AND THIS ARBITRATION AGREEMENT PRIOR TO SUBMISSION OF THE SAME. YOU CAN ALSO REQUEST A COPY OF THE SIGNED APPLICATION AND ARBITRATION AGREEMENT FROM HUMAN RESOURCES.**

### **APPLICANT'S STATEMENT & ACKNOWLEDGMENT (Continued)**

**My signature below certifies that I agree to be bound by the terms and conditions stated in this application, which contains all the understandings between the Company and me concerning the topics addressed herein, and supersedes any prior inconsistent understandings between the Company and me on such issues.**

\_\_\_\_\_  
APPLICANT'S SIGNATURE

\_\_\_\_\_  
DATE

This application will only be considered for 30 days. If you have not been hired within 30 days of submitting this application and you wish to continue to be considered for employment, you must complete another application.