



OFC: 512746-5094 Fax: 512-746-5970

Employee Application

DATE _____

Name _____

Last First Middle Maiden

Present address _____

Number Street City State Zip

How long _____ Social Security No. _____ - _____ - _____

Telephone (____) _____

If under 18, please list age _____

Position applied for (1) _____ Days/hours available to work
 and salary desired (2) _____ No Pref _____ Thur _____
 (Be specific) Tue _____ Fri _____
 Wed _____ Sat _____
 Sun _____

How many hours can you work weekly? _____ Can you work nights? _____

Employment desired FULL-TIME ONLY PART-TIME ONLY FULL- OR PART-TIME

When available for work? _____

| TYPE OF SCHOOL | NAME OF SCHOOL | LOCATION (Complete mailing address) | NUMBER OF YEARS COMPLETED | MAJOR & DEGREE |
|----------------------|----------------|--|---------------------------|----------------|
| High School | | | | |
| College | | | | |
| Bus. or Trade School | | | | |
| Professional School | | | | |

HAVE YOU EVER BEEN CONVICTED OF A CRIME? No Yes

If yes, explain number of conviction(s), nature of offense(s) leading to conviction(s), how recently such offense(s) was/were committed, sentence(s) imposed, and type(s) of rehabilitation.



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DO YOU HAVE A DRIVER'S LICENSE? Yes No

What is your means of transportation to work?

Driver's license number ; _____ State of issue _____

Expiration date _____

OFFICE ONLY

Typing Yes No _____ WPM

10-key Yes No

Word Processing Yes No _____ WPM

Personal Computer Yes No PC Mac

Other

Skills

Please list two references other than relatives or previous employers.

Name _____

Name _____

Position _____

Position _____

Company _____

Company _____

Address _____

Address _____

Telephone () _____

Telephone () _____

An application form sometimes makes it difficult for an individual to adequately summarize a complete background. Use the space below to summarize any additional information necessary to describe your full qualifications for the specific position for which you are applying.

Four horizontal lines for additional information.



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| | | | |
|--|--|--------------------|--|
| Work experience | Please list your work experience for the past five years beginning with your most recent job held. If you were self-employed, give firm name. Attach additional sheets if necessary. | | |
| Name of employer | | Address | |
| Phone # | | City, State | |
| Name of supervisor | | Zip code | |
| Pay or Salary | | Job Title | |
| Reason for Leaving | | | |
| Employment Dates | From: | To: | |
| List the jobs you held, duties performed, skills used or learned, advancements or promotions while you worked at this company. | | | |
| | | | |
| | | | |
| Name of employer | | Address | |
| Phone # | | City, State | |
| Name of supervisor | | Zip code | |
| Pay or Salary | | Job Title | |
| Reason for Leaving | | | |
| Employment Dates | From: | To: | |
| List the jobs you held, duties performed, skills used or learned, advancements or promotions while you worked at this company. | | | |
| | | | |
| | | | |
| Name of employer | | Address | |
| Phone # | | City, State | |
| Name of supervisor | | Zip code | |
| Pay or Salary | | Job Title | |
| Reason for Leaving | | | |
| Employment Dates | From: | To: | |
| List the jobs you held, duties performed, skills used or learned, advancements or promotions while you worked at this company. | | | |
| | | | |
| | | | |
| May we contact your present employer? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| Did you complete this application yourself <input type="checkbox"/> Yes <input type="checkbox"/> No | | | |
| If not, who did? | | | |



ARBITRATION AGREEMENT

This Arbitration Agreement is between Aguado Stone, Inc. (“the Company”) and

_____ (“Employee”), (collectively, “the Parties”) is made as of the date last signed below.

1. Employment At-Will The Company and the Employee agree that the employment arrangement is at-will and nothing in this agreement changes the at-will nature of Employee’s employment, which is terminable by either party at any time for any reason. This agreement is not intended to place limitations on the parties’ rights to terminate the employment at-will.

2. Arbitration As evidenced by the signatures of the parties and/or Employee’s continued employment, it is agreed that any and all disputes arising from Employee’s employment shall be required to be submitted to arbitration. Such arbitration shall be governed by the provisions of the Texas General Arbitration Act (Texas Civil Practice and Remedies Code Section 171.001 et seq.). Alternatively, if for any reason the Texas General Arbitration Act does not require the arbitration of any dispute arising out of this agreement, this arbitration agreement shall be governed by the provisions of the Federal Arbitration Act (9 U.S.C. § 1 et seq.).

3. Demand for Arbitration If a dispute should arise from or is connected to Employee’s employment, either party may make a demand for arbitration by filing a demand in writing with the other party so long as the applicable statute of limitations for any such claim has not expired.

4. Appointment of Arbitrators The parties to this agreement agree to submit the arbitration to one agreed arbitrator, but in the event that they cannot so agree, an arbitrator shall be selected by the American Arbitration Association.

5. Hearing All arbitration hearings conducted under the terms of this agreement, and all judicial proceedings to enforce any of the provisions of this agreement, shall take place in Williamson County, Texas. The hearing before the arbitrator of the matter to be arbitrated shall be at the time and place within that County selected by the arbitrator. Notice of hearing shall be given and the hearing conducted in accordance with the provisions of Section 171.044 et seq. of the Texas Civil Practice and Remedies Code. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the arbitrator. The arbitrator shall hear and determine the matter and shall execute and acknowledge their award in writing and deliver a copy thereof to each of the parties by registered or certified mail.

6. Arbitration Award The arbitrator’s decision shall be binding and conclusive on the parties. The submission of a dispute to the arbitrator and the rendering of his/her decision shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award of the arbitrators may be rendered by any court having jurisdiction; or the court may vacate, modify, or correct the award in accordance with the provisions of the Texas General Arbitration Act (Texas Civil Practice and Remedies Code Section 171.087 et seq.).

7. Costs of Arbitration The costs and expenses of arbitration, including the fees of the arbitrators, shall be borne by the losing party or in such proportions as the arbitrators shall determine. To instigate arbitration, Employee’s fee shall not exceed the cost of filing and serving an Original Petition in Williamson County District Court.

8. Submission of Disputes to American Arbitration Association Any controversy or claim arising out of or relating to Employee’s employment, shall be settled by arbitration in accordance with the applicable Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



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9. Discovery in Arbitration Proceedings The Parties agree that discovery may be conducted in the course of the arbitration proceeding in accordance with the following provisions:

- Each party may notice no more than three (3) of depositions in total, including both witnesses adherent to the adverse party and third-party witnesses.
- Each party may serve no more than fifty (50) requests for admission on the other party. No requests may be served within sixty (60) days of the date of hearing, unless the parties otherwise stipulate. All requests for admission shall be responded to within thirty (30) days of service of the requests, unless the parties otherwise stipulate.
- Each party may serve no more than thirty (30) interrogatories on the other party. No interrogatory shall contain subparts, or concern more than one topic or subject of inquiry. Interrogatories may not be phrased so as to circumvent the effect of this clause. No interrogatories may be served within sixty (60) days of the date of hearing, unless the parties otherwise stipulate. All interrogatories shall be responded to within thirty (30) days of service of the interrogatories, unless the parties otherwise stipulate.
- Each party may serve no more than thirty (30) requests for production of documents on the other party. No request for production of documents shall contain subparts, or seek more than one type of document. Requests for production of documents may not be phrased so as to circumvent the effect of this clause. Unless the parties otherwise stipulate, requests for production of documents may not be served within sixty (60) days of the date of hearing, and all requests for production of documents shall be responded to within thirty (30) days of service of the requests.
- If any party contends that the other party has served discovery requests in a manner not permitted by this Section, or that the other party's response to a discovery request is unsatisfactory, the party may request the arbitrator(s) to resolve such discovery disputes. The arbitrator(s) shall prescribe the procedure by which such disputes are resolved.

10. Mediation The Company and Employee agree to attempt to resolve any dispute between the Parties by first submitting the dispute to mediation. If the parties cannot agree on a mediator, arbitration may be commenced, and the arbitrator shall appoint a mediator and the Parties are required to mediate before the issuance of any discovery.

EMPLOYEE:

AGUADO STONE, INC.

By: _____

Name: _____

Name: _____

Title: _____

Date Signed: _____

Date Signed: _____