



APPLICATION FOR EMPLOYMENT

Pre-Employment Questionnaire // An Equal Opportunity Employer

DO NOT WRITE IN GRAY BOX

INTERVIEWED BY _____ DATE/TIME _____

ORIENTATION DATE/TIME _____

POSITION HIRED FOR _____

START DATE _____

REMARKS _____

APPLICANT INFORMATION

NAME _____ DATE _____
Last First Middle

FULL ADDRESS _____
Street # & Name Apt. # City State Zip

PRIMARY PHONE _____ PRIMARY E-MAIL _____

Please print clearly.

ARE YOU 18 YEARS OR OLDER? Yes No

ARE YOU PREVENTED FROM LAWFULLY BECOMING EMPLOYED IN THIS COUNTRY DUE TO VISA OR IMMIGRATION STATUS? Yes No

EMPLOYMENT DESIRED

POSITION APPLYING FOR _____ DATE AVAILABLE _____

NUMBER OF WEEKLY HOURS DESIRED _____ CHECK ALL THAT APPLY Full Time Part Time Temp

ARE YOU ABLE TO WORK 20+ HOURS PER WEEK? Yes No DESIRED WAGE _____

ARE YOU AVAILABLE TO WORK NIGHTS? Yes No WEEKENDS? Yes No

LIST TIMES AVAILABLE EACH DAY

_____ Mon _____ Tues _____ Wed _____ Thurs _____ Fri _____ Sat _____ Sun

ARE YOU EMPLOYED NOW? Yes No MAY WE CONTACT YOUR PRESENT EMPLOYER? Yes No N/A

HAVE YOU EVER APPLIED TO OR WORKED FOR ANY SPORTS WAREHOUSE COMPANY?

This includes Tennis Warehouse, Tennis Only, Running Warehouse, Racquetball Warehouse, Art's Cyclery, Riding Warehouse, Ice/Inline/Derby Warehouse, Skate Warehouse & Tackle Warehouse.

Yes No If yes, when and which company? _____

WHO CAN WE THANK FOR YOUR REFERRAL? _____

ARE THERE ANY ACTIVITIES OR COMMITMENTS WHICH MAY CONFLICT WITH YOUR EMPLOYMENT AT SPORTS WAREHOUSE? IF SO, PLEASE EXPLAIN

EMPLOYMENT HISTORY

List most recent employer first. Account for all occupied and unoccupied time during the **past ten years**. Attach extra pages if necessary. It is unacceptable to put only "see resume" in any section.

JOB 1

EMPLOYER NAME _____ PHONE NUMBER _____
ADDRESS _____ START DATE (M/Y) _____
MOST RECENT SUPERVISOR _____ END DATE (M/Y) _____
REASON FOR LEAVING _____ START PAY _____
JOB TITLE _____ END PAY _____
MAJOR RESPONSIBILITIES _____

JOB 2

EMPLOYER NAME _____ PHONE NUMBER _____
ADDRESS _____ START DATE (M/Y) _____
MOST RECENT SUPERVISOR _____ END DATE (M/Y) _____
REASON FOR LEAVING _____ START PAY _____
JOB TITLE _____ END PAY _____
MAJOR RESPONSIBILITIES _____

JOB 3

EMPLOYER NAME _____ PHONE NUMBER _____
ADDRESS _____ START DATE (M/Y) _____
MOST RECENT SUPERVISOR _____ END DATE (M/Y) _____
REASON FOR LEAVING _____ START PAY _____
JOB TITLE _____ END PAY _____
MAJOR RESPONSIBILITIES _____

JOB 4

EMPLOYER NAME _____ PHONE NUMBER _____
ADDRESS _____ START DATE (M/Y) _____
MOST RECENT SUPERVISOR _____ END DATE (M/Y) _____
REASON FOR LEAVING _____ START PAY _____
JOB TITLE _____ END PAY _____
MAJOR RESPONSIBILITIES _____

EDUCATION

TYPE OF SCHOOL	NAME & LOCATION OF SCHOOL	NO. OF YEARS ATTENDED	DID YOU GRADUATE?	SUBJECTS STUDIED
HIGH SCHOOL				
COLLEGE				
BUSINESS OR TRADE SCHOOL				
PROFESSIONAL				

SPECIAL TRAINING/SKILLS/STUDIES _____

Answering this question is strictly voluntary.

HAVE YOU SERVED IN THE U.S. MILITARY OR NAVAL SERVICE? Yes No

WHAT SKILLS ACQUIRED DURING MILITARY SERVICE MAY BE OF INTEREST OR VALUE TO US?

PERSONAL

IF HIRED, CAN YOU SUBMIT PROOF OF IDENTITY & LEGAL RIGHT TO WORK IN THE U.S.? Yes No

Only answer if under the age of 18.

Only answer if under the age of 18.

CAN YOU PROVIDE A WORK PERMIT? Yes No

DATE OF BIRTH _____

DO HAVE A VALID MOTOR VEHICLE OPERATOR'S LICENSE? Yes No

HAVE YOU EVER LOST OR BEEN DENIED A SECURITY CLEARANCE? Yes No

If yes explain _____

HAVE YOU EVER USED ANOTHER NAME? Yes No

List. _____

LIST NAMES OF ANY RELATIVES OR ACQUAINTANCES EVER EMPLOYED BY SPORTS WAREHOUSE

LIST ANY PROFESSIONAL ORGANIZATIONS TO WHICH YOU BELONG

LIST 2 REFERENCES *Cannot be a relative or former employer.*

Name

Occupation

Phone

E-mail

Name

Occupation

Phone

E-mail

CRIMINAL HISTORY

Instructions (Please Read): Do not identify any of the following: (1) convictions for possession of marijuana (except for convictions for possession of marijuana on school grounds or possession of concentrated cannabis) that are more than 2 years old; (2) convictions for which the criminal record has been expunged, sealed or eradicated by the court; or (3) misdemeanor convictions for which any probation has been completed and the case dismissed by the court. Note: No applicant will be denied employment solely on the grounds that they have been charged, committed, or been convicted (or pleaded guilty or no contest) of a criminal offense, or, solely for answering "yes" to the questions below. The nature of the offense, the date of the offense, the surrounding circumstances, and the relevance of the offense to the position(s) applied for will be considered.

Within the past seven years, have you been convicted of (or pleaded guilty or no contest) to a Felony or Misdemeanor including, but not limited to, any for which you were released from prison or paroled within the last 7 years? Yes No

EXPLAIN EACH CONVICTION FULLY. *When, where and of what you were convicted of and the disposition of the case(s):*

Are you currently under arrest, or released on bond or your own recognizance, pending trial for a criminal offense?

Yes No If yes, state the nature of the crime charged, and when and where trial is pending.

Agreement Instructions (Please Read): By initialing each paragraph, I am indicating that I have fully read and understood the paragraph. By signing below, I am indicating that I agree to all of the following:

Read & Initial

7.1 _____ I attest under penalty of perjury that I am applying for employment in good faith with the intention of accepting a position offered. I also affirm that the information contained in this application is true, complete, and accurate.

7.2 _____ I authorize investigation of all statements contained in this application form if I am considered for employment. I also authorize previous employers, personal references named, or any other person to whom the company may refer, to give any and all information regarding my employment or scholastic standing together with any other information, personal or otherwise, that may or may not be on their records.

7.3 _____ I understand that misrepresentation or omission of any facts called for herein, receipt of unsatisfactory references, or failure to pass a prescribed medical examination if required for the position, will be sufficient cause for disqualification from employment or for my dismissal from Sports Warehouse's service if I have been employed.

7.4 _____ I understand and agree that nothing contained in this application, or conveyed during any interview which may be granted, or during my employment if hired, is intended to create an employment contract between me and Sports Warehouse. **In addition, I understand and agree that if hired, my employment will be "at-will," for no definite or determinable period of time, and may be terminated at any time, for any reason or for no reason at all, with or without prior notice, at the option of Sports Warehouse or me.** I understand and agree that no promises or representation contrary to this "at-will" condition are binding on Sports Warehouse, and that I have not relied, and will not rely, on any oral or written statements to the extent that such might even suggest that my status is anything other than "at-will." I further understand and agree that my "at-will" status cannot be changed except by a written document specifically addressing my individual "at-will" status, and signed by both me and a specifically authorized officer of Sports Warehouse. I agree that it is my responsibility to confirm the authorization of any person signing such a document, since I understand Sports Warehouse's intent is not to enter into any employment arrangements other than "at-will." I understand and agree that this is the entire agreement between me and Sports Warehouse regarding the term of my employment and replaces any other oral or written agreement or understanding. I further agree that this entire paragraph regarding the "at-will" condition of employment is a part of any employment relationship I may have with Sports Warehouse and is hereby merged and integrated into any agreement or understanding regarding my employment.

7.5 _____ I agree that, if I am hired, at no time during my employment shall I engage in any conduct that is in direct conflict with the enterprise-related interests of my employer.

7.6 _____ I have received the attached "Applicant Mediation & Arbitration Agreement" and the terms of that document are incorporated by this reference into my application for employment. I acknowledge that the Company has instructed me to review that document and contact them to discuss any questions I may have about it before signing it. Regardless of whether or not I review and/or sign that document, I understand and agree that, by applying for employment with the Company, I am agreeing to be bound by the process set forth in that document, specifically, I agree that all possible disputes I may have with the Company will be resolved only through mediation and, if that fails, through arbitration.

7.7 _____ I understand and agree that this is the entire agreement between me and the company regarding the term of my employment and replaces any other oral or written agreement or understanding. I further agree that all of this agreement is a part of any employment relationship I may have with the company and is hereby merged and integrated into any agreement or understanding regarding my employment.

Applicant's Signature _____

Date _____

APPLICANT MEDIATION & ARBITRATION AGREEMENT

I acknowledge and understand that XYZ (the "Company") has a Dispute Resolution Program that requires all disputes to be resolved through its Mutual Mediation & Arbitration Policy ("MMAP"). This requires mandatory, binding arbitration of all disputes, for all employees, regardless of length of service. The MMAP also requires a good-faith effort to resolve disputes through mediation before going to arbitration or other dispute-resolution process.

The MMAP is incorporated by this reference into my application as though set forth here in full. By signing below, I am acknowledging that a copy of the full MMAP will be made available to me by the Company upon request. I further I understand that agreement that compliance with the MMAP is a condition of my application for employment and, if employed, will be a condition of my employment.

By applying for a job with the Company, I acknowledge, understand and agree that it is my obligation to comply with the MMAP and to submit to mediation, and if necessary, final and binding arbitration, any and all claims and disputes, whether they exist now or arise in the future, that in any way relate to or arise out of my application for employment, and if employed, my employment or the termination of my employment with the Company, except as otherwise permitted by the MMAP. I also agree that I must first try in good faith to settle any Covered Dispute by mediation before resorting to arbitration or any other dispute resolution procedure.

I understand that, if mediation does not resolve a dispute, then final and binding arbitration will be the sole and exclusive remedy for any such claim or dispute against the Company or any affiliated companies or entities, and all of their owners, employees, officers, directors, agents, successors and assigns. I further understand that, by agreeing to use arbitration to resolve any and all disputes, both the Company and I agree to forego any right we each may have had to a jury trial on issues covered by the MMAP, and forego any right to bring claims on a class or collective basis.

To the extent I wish to assert claims on behalf of a government entity or other party (meaning I am not directly a party) and such representative action involves issues that in any way arise out of or relate to my application for employment and, if hired, my employment, I agree to submit such claims to mediation and, if necessary, arbitration, under the MMAP. This would include, but not be limited to claims brought pursuant to the California's Private Attorney General Act ("PAGA") Labor Code §2698, et seq., or any similar state or federal law, unless resolving such claims through mediation and/or arbitration is specifically prohibited by law. If resolving such claims through mediation and/or arbitration is deemed to be so prohibited, such claims shall be stayed pending the completion of arbitration of any and all other claims being asserted by me or the Company.

I agree that unless the Company and I otherwise agree on a mediator, the mediator will be selected with the assistance of the American Arbitration Association ("AAA"). I also agree that any arbitration will be conducted before an arbitrator chosen by me and the Company in accordance with the AAA's procedures, and will be conducted under the Federal Arbitration Act and the currently applicable procedural rules of the AAA. I acknowledge that the current AAA rules are available for my review at www.adr.org and upon request to the Company.

I acknowledge that in exchange for my agreement to mediate and arbitrate, the Company also agrees to submit all claims and disputes it may have with me to mediation and, if unresolved, to final and binding arbitration. The Company agrees to pay the cost of the mediator for any mediation under the MMAP. The Company further agrees that if I submit a request for binding arbitration, my maximum out-of-pocket expenses for the arbitrator and AAA administrative costs will be an amount equal to the local civil court filing fee and the Company will pay all of the remaining fees and administrative costs of the arbitrator and the AAA. I understand that I will be responsible, however, for my own attorneys fees and the same sort of costs for which I would have been responsible had I gone to court instead of resolving any disputes under the MMAP.

If any provision of the MMAP is found unenforceable, that provision may be severed without affecting this agreement to mediate and arbitrate. I further acknowledge that this mutual obligation to mediate and arbitrate may not be modified or rescinded except by the mutual consent of both me and the Company.

Name of Applicant (printed)

Applicant Signature

Date