

Referred By: \_\_\_\_\_



## **APPLICATION FOR EMPLOYMENT**

**SELECTION CRITERIA:** To be hired by this company you must be qualified and able to do all essential functions of the job; references must be favorable; job history (as stated on this application) must be verifiable; former employers must confirm your experience, skills and dependability; you must be truthful on the application and in the interviews conducted by and for this company and all such information must be verifiable; driving and credit history must be acceptable; you must pass required medical and drug testing; any claims for monetary damages you have made while represented by an attorney must be deemed reasonable and justifiable; you must be truthful in any "post" job offer inquiries about your health and medical suitability for this job; and you must be able to meet all selection standards mandated by law.

**APPLICANTS ARE CONSIDERED FOR ALL POSITIONS WITHOUT REGARD TO RACE, RELIGION, SEX, NATIONAL ORIGIN, AGE, MARITAL OR VETERAN STATUS, THE PRESENCE OF A NON-JOB-RELATED MEDICAL CONDITION OR DISABILITY, OR ANY OTHER LEGALLY PROTECTED STATUS.**

**NO APPLICATION WILL BE CONSIDERED UNLESS ALL INFORMATION REQUESTED ON THIS FORM IS COMPLETED IN FULL.**

### **PERSONAL INFORMATION – PRINT IN BLOCK, CAPITAL LETTERS**

\_\_\_\_\_  
FIRST NAME MIDDLE NAME LAST NAME

\_\_\_\_\_  
ADDRESS CITY/STATE/ZIP PHONE NUMBER

Position Applied for: \_\_\_\_\_ Are you physically able to perform the duties of this position? \_\_\_\_\_ Date of Application: \_\_\_\_\_

☐ Yes ☐ No

Emergency Telephone #/Contact Person: \_\_\_\_\_

Have you ever been employed by or applied for work at this company? ☐ Yes ☐ No

Do any of your family members currently work at this dealership? ☐ Yes ☐ No If yes, list \_\_\_\_\_

Highest level of education completed? \_\_\_\_\_ Where and When? \_\_\_\_\_

Have you ever been convicted of any criminal offense (misdemeanor or felony)? ☐ Yes ☐ No

List year, charge and outcome of each offense:

Have you ever plead guilty or nolo contendere (no contest) to a criminal charge in order to qualify for deferred adjudication?

☐ Yes ☐ No If yes, list.

Have you ever been on any type of probation as a result of a criminal charge? ☐ Yes ☐ No If yes, list.

If you are currently charged with a criminal offense and awaiting trial please explain:

Has your driver's license ever been suspended? ☐ Yes ☐ No If yes, list.

Have you ever been charged with DWI or DUI? ☐ Yes ☐ No If yes, list.

List tickets (moving violations) received in the past 3 years.

List all vehicular accidents in the last 3 years.

**Please turn to following pages and list all jobs as instructed.**

Please list LAST 5 JOBS, beginning with your present or last employer. Account for ALL time periods, including UNEMPLOYMENT, SELF-EMPLOYMENT, and U.S. MILITARY SERVICE. If space is insufficient to go back seven (7) years, use an additional sheet of paper. Include part-time and temporary jobs.

### EMPLOYERS

<b>May we contact current employer?</b>			<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
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1. Employer	Dates From	Position Held:
Address	Month _____ to Year _____	Phone# (       )       -
City	State	Month _____ to Year _____
Reason For Leaving:		Supervisor:
		Starting Salary:
		Final Salary:

  

2. Employer	Dates From	Position Held:
Address	Month _____ to Year _____	Phone# (       )       -
City	State	Month _____ to Year _____
Reason For Leaving:		Supervisor:
		Starting Salary:
		Final Salary:

  

3. Employer	Dates From	Position Held:
Address	Month _____ to Year _____	Phone# (       )       -
City	State	Month _____ to Year _____
Reason For Leaving:		Supervisor:
		Starting Salary:
		Final Salary:

  

4. Employer	Dates From	Position Held:
Address	Month _____ to Year _____	Phone# (       )       -
City	State	Month _____ to Year _____
Reason For Leaving:		Supervisor:
		Starting Salary:
		Final Salary:

  

5. Employer	Dates From	Position Held:
Address	Month _____ to Year _____	Phone# (       )       -
City	State	Month _____ to Year _____
Reason For Leaving:		Supervisor:
		Starting Salary:
		Final Salary:

**Describe any specialized training, certifications, apprenticeship, skills, extra-curricular activities and any job-related training received in the US military.**

**List professional, trade, business or civic activities and offices held.** (You may exclude membership which would reveal gender, race, religion, national origin, ancestry, disability or other protected status)

**Specialized Skills:** (Skills/Equipment Operated)

Office Equipment:

\_\_\_ Microsoft Windows    \_\_\_ Microsoft Excel    \_\_\_ Microsoft Word    \_\_\_ Typing Skills (\_\_\_ wpm)    Other \_\_\_\_\_

\_\_\_ Other (list) \_\_\_\_\_

Production/Mobile Machinery :

\_\_\_ Forklift                      \_\_\_ Specialized Loading Equipment                      Other (list) \_\_\_\_\_

This application for employment shall be considered active for a period of time not to exceed 45 days. Any applicant wishing to be considered for employment beyond this time period should inquire as to whether or not applications are being accepted at that time. **I hereby understand and acknowledge that, unless otherwise defined by applicable law, any employment relationship with The Performance Companies is of an “at will” nature, which means that the Employee may resign at any time and the Employer may discharge Employee at any time with or without cause. It is further understood that this “at will” employment relationship may not be changed by any written document or by conduct unless such change is specifically acknowledged in writing by an authorized executive of The Performance Companies.**

To establish that I meet the above referenced qualification requirements for employment with THE PERFORMANCE COMPANIES I voluntarily provide the below information: (PRINT IN CAPITAL BLOCK LETTERS)

City	State	From	To
			Present



## PURPOSE OF THE COLE GROUP

The Cole Group will assist you in procurement of this job opportunity by providing to verification of your background, job skills, work history, experience, and dependability.

## CONSENTS & REQUESTS

I consent to and request that The Cole Group make inquiries necessary to verify the information I have provided on my resume, application, and during interviews by and for **THE PERFORMANCE COMPANIES**.

I understand and agree that The Cole Group may now, or at any time in the future if I obtain this job, make inquiries concerning my past employment history (to include pay, attendance, dates of employment, and reasons for leaving); education; financial responsibility; driving records including Motor Vehicle Records (permitted by 18 US Code 2721 (b)(6)(9)(13)(14)), and criminal history. I further request that the results of these inquiries be communicated to and understand that the information will be utilized to evaluate me for possible current or future employment, promotion or reassignment. I understand that The Cole Group does not inquire into or disseminate information related to a job applicant's physical and mental medical condition and medical history, impairments, diagnoses, family medical history, injuries, workers' compensation claims, civil rights, and personal injury lawsuits.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
date

## RELEASE OF LIABILITY

I understand that the sole purpose of The Cole Group is to assist me in demonstrating my suitability for and procuring employment at . To accomplish this, I authorize and request that The Cole Group release all information in its files and contact any or all of the following information sources: former employers, courts, law enforcement agencies, correctional facilities, jails, and all other government record repositories. I agree that any inaccurate information provided about me shall not be the fault of The Cole Group or , and that sole responsibility shall be attributed to the source of that information. Accordingly, I hereby release from liability and hold harmless The Cole Group, , any contributing firm, individual, government agency or repository, and all of their officers, employees, and agents, from any and all claims, actions or liability whatsoever which is in any way related to this or subsequent inquiries of my personal history. NOTICE: You may write to The Cole Group at 5151 Katy Freeway, Suite 204 Houston, TX 77007 and request the nature and substance of any information obtained from these sources. Please include a stamped and self-addressed envelope. You have been provided a summary of your rights under the Fair Credit Reporting Act:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
date

## AUTHORIZATION FOR EMPLOYERS TO PROVIDE INFORMATION

I hereby request the full disclosure of all information concerning my employment at your company, to include DATES OF EMPLOYMENT, my job title/position, pay, and REASON FOR LEAVING. I release and hold harmless all former employers from any damages, claims, causes of action and liability in reference to furnishing and verifying such information.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
date

## **APPLICANT ARBITRATION AGREEMENT WITH THE COLE GROUP**

From time to time, a dispute or disagreement may arise out of your application for employment, including the use of a check or investigation of your background (known as a Consumer Report). ("Company") has retained The Cole Group to conduct the investigation and has provided and agreed to provide you all disclosures required by the federal Fair Credit Reporting Act and applicable state law.

In any instance of a dispute related to any aspect of The Cole Group's check or investigation of your background, education, employment history, credit history, criminal history, references, and other matters that may be disclosed or discovered ("background check"), you and The Cole Group agree that if the dispute is not resolved as per the Fair Credit Reporting Act, any and all such disputes or disagreement shall be resolved exclusively through arbitration. This includes, but is not limited to, any disputes, disagreements, or causes of action arising out of or related to the federal Fair Credit Reporting Act, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Age Discrimination in Employment Act, any state or local civil rights or credit reporting law, and all other federal or state legislation or administrative regulations currently in effect or subsequently enacted which affects check or investigation of your background in conjunction with any application or candidacy for employment.

This arbitration will be conducted in accordance with the Employment Arbitration Rules of the American Arbitration Association ("AAA"), a copy of which Rules can be found on the website address here: [https://www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTG\\_004362](https://www.adr.org/aaa/ShowProperty?nodeId=/UCM/ADRSTG_004362)

or can be provided to you by request from The Cole Group. The arbitrator, who will be selected by mutual agreement of you and The Cole Group, shall permit adequate discovery and is empowered to award all remedies otherwise available in a court of competent jurisdiction. At the hearing, you and The Cole Group will have the right to present witnesses who will provide testimony under oath and to show admissible documents or other evidence supporting your and its position in the dispute.

The arbitrator will decide all aspects of the dispute, both procedure and substance, based on the law. Any judgment rendered by the arbitrator may be entered and enforced by any court of competent jurisdiction. The arbitrator shall issue an award in writing and state the essential findings and conclusions on which the award is based. The decision of the arbitration will be final and binding, and may only be appealed in accordance with and subject to the limited standards set forth in the Federal Arbitration Act. The Cole Group shall pay all AAA fees and arbitrator costs and you will be responsible only for those costs that you would otherwise incur or elect to incur in a court of law.

To the fullest extent permitted by applicable law, by signing this Arbitration Agreement, you and The Cole Group both waive the right to have any disputes or claims tried in court before a judge or jury. The mutual promise by The Cole Group, and you to arbitrate any and all disputes between them concerning the background check, rather than litigate them before the courts or other bodies, provides the consideration for this agreement to arbitrate.

You agree to waive the right to file or participate in a class action as a class representative or as a putative class member, but that you will make any claim you bring in arbitration on an individual basis and the arbitrator will hear and decide the dispute on that basis. You agree that you and The Cole Group will make every effort to have your dispute decided within six (6) months of the date that you and The Cole Group select an arbitrator. You further agree that you and The Cole Group will each have one day to present your dispute at a hearing conducted by the arbitrator, but that either you or The Cole Group can ask the arbitrator to extend the amount of time for your/its presentation and that the request shall not be denied.

**Accordingly, by signing this agreement, you and The Cole Group agree that each may bring claims against the other only in its/your individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding.** Further, unless both you and the The Cole Group agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Nothing in this Arbitration Agreement shall preclude either you or The Cole Group from seeking injunctive relief in a court of law to protect, for instance, your right to engage in future employment or The Cole Group's right to protect proprietary, confidential or trade secret information.

If a court of competent jurisdiction or arbitrator determines that the scope and/or operation of this agreement is too broad to be enforced as written, The Cole Group and you intend that the court or arbitrator should reform such provision to such narrower scope and/or operation as it determines to be enforceable. If, however, any term or provision in this agreement is held to be illegal, invalid, or unenforceable under present or future law, and not subject to reformation, then, unless as otherwise stated herein, (i) such provision shall be fully severable, (ii) this agreement and the agreements contained within it shall be construed and enforced as if such provision was never a part of this offer agreement, and (iii) the remaining provisions of this agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance.

You understand that no supervisor, manager, co-worker, or representative of The Cole Group, other than the President, Vice President or CFO has any authority to enter into any agreement contrary to the foregoing, and that any such agreement must be in writing.

I agree to comply and abide by the terms of this Arbitration Agreement.

Date: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

On Behalf of The Cole Group



# **THE PERFORMANCE COMPANIES** **WILL OBTAIN A CONSUMER REPORT**

## **EXPLANATION & DISCLOSURE OF INTENT**

utilizes a Consumer Reporting Agency (CRA) to conduct public records searches for information such as criminal history. Such information is considered a Consumer Report under the Fair Credit Reporting Act. The Cole Group, the CRA, will assist you in procurement of this job opportunity by providing to verification of your background.

To accomplish this, you need to authorize and request that The Cole Group release all information in its files and to contact any or all of the following information sources: courts, law enforcement agencies, correctional facilities, jails, Motor Vehicle Records (permitted by 18 US Code 2721 (b)(6)(9)(13)(14)), and all other government public record repositories.

## **AUTHORIZATION, CONSENT & REQUEST**

By signing below, you are consenting to the following:

I CONSENT to and REQUEST that The Cole Group create a Consumer Report and make inquiries necessary to verify the information I have provided on my resume, application, and during interviews by and for . I understand and agree that The Cole Group and have a PERMISSIBLE PURPOSE and may now, or at any time in the future if I obtain this job, make inquiries concerning my criminal history and other public records information maintained by law enforcement and government records repositories. I further request that the results of these inquiries be communicated to and understand that the information will be utilized to evaluate me for possible current or future employment, promotion or reassignment. I understand such information will not be utilized to violate state or federal equal opportunity law.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
date

## **NOTICE & RIGHTS**

NOTICE: You may write to The Cole Group at 5151 Katy Freeway, Suite 204 Houston, TX 77007 and request the nature and substance of any information obtained from these sources. Please include a stamped and self-addressed envelope to insure proper and accurate return of information.

By signing below you ACKNOWLEDGE your understanding of these disclosures, that you may contact The Cole Group, and that you have been provided a copy of your rights under the Fair Credit Reporting Act:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
date



## **DISCLOSURE OF INTENT TO OBTAIN A CONSUMER REPORT**

In compliance with the Fair Credit Reporting Act, we hereby notify you that for employment purposes we may request a consumer report in connection with your application for employment or employment. This report from a consumer reporting agency may include information bearing on your character, general reputation, personal characteristics or mode of living, it is our normal practice to limit the consumer reports to driving records available from the appropriate state departments of motor vehicles.

This disclosure is also to inform you that our insurance company, Shepherd Insurance, may also request a consumer report on you which, under normal practice, will consist of your driving record from the appropriate state departments of motor vehicles. The purpose of Shepherd Insurance requesting a report will be for business insurance underwriting purposes. Shepherd Insurance is not your employer or prospective employer and will not make any employment decisions relating to you.

## **CERTIFICATION OF RECEIPT OF DISCLOSURE AND AUTHORIZATION TO OBTAIN A CONSUMER REPORT**

I acknowledge that I have received a copy of the "Disclosure of Intent to Obtain a Consumer Report".

The name and address of the consumer reporting agency gathering the consumer report is The Cole Group, 5151 Katy Freeway, Suite 204, Houston, TX 77007. I understand that I have a right to dispute with the consumer reporting agency any inaccurate information by directly contacting the agency.

I voluntarily authorize you to obtain a consumer report regarding me in connection with my application for employment or my employment. I also voluntarily authorize Shepherd Insurance to obtain a consumer report regarding me for business insurance underwriting purposes. I understand that Shepherd Insurance is not my employer or prospective employer.

I understand and agree that I can revoke this authorization only in writing and the revocation will be effective only upon receipt.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Maiden or Other Names Under Which  
Records May Be Listed

\_\_\_\_\_  
Driver's License Number – State

\_\_\_\_\_  
Date of Birth

**ACCT.#110206-00**

\*Date of birth information will be use by the Consumer Reporting Agency to try to insure an accurate investigation. It will not be used in any employment decision. The Age Discrimination in Employment Act prohibits discrimination against any person 40 years of age or older.

**CONSUMER'S RIGHTS UNDER THE FAIR CREDIT  
REPORTING ACT (FCRA)**

**PLEASE PROVIDE THIS DOCUMENT TO ALL CANDIDATES  
APPLYING FOR A JOB.**

CONTACT ALMA VILLATORO with any questions or concerns.  
Office (281) 593-8967 / [avillatoro@performancetruck.com](mailto:avillatoro@performancetruck.com)

*Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.*

### **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed

or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:**

**TYPE OF BUSINESS:**

1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.

b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:

2. To the extent not included in item 1 above:

a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks

b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act

c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations

d. Federal Credit Unions

3. Air carriers

4. Creditors Subject to Surface Transportation Board

5. Creditors Subject to Packers and Stockyards Act, 1921

6. Small Business Investment Companies

7. Brokers and Dealers

8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations

9. Retailers, Finance Companies, and All Other Creditors Not Listed Above

**CONTACT:**

a. Consumer Financial Protection Bureau  
1700 G Street NW  
Washington, DC 20552

b. Federal Trade Commission: Consumer Response Center – FCRA  
Washington, DC 20580  
(877) 382-4357

a. Office of the Comptroller of the Currency  
Customer Assistance Group  
1301 McKinney Street, Suite 3450  
Houston, TX 77010-9050

b. Federal Reserve Consumer Help Center  
P.O. Box 1200  
Minneapolis, MN 55480

c. FDIC Consumer Response Center  
1100 Walnut Street, Box #11  
Kansas City, MO 64106

d. National Credit Union Administration  
Office of Consumer Protection (OCP)  
Division of Consumer Compliance and Outreach (DCCO)  
1775 Duke Street  
Alexandria, VA 22314

Asst. General Counsel for Aviation Enforcement & Proceedings  
Aviation Consumer Protection Division  
Department of Transportation  
1200 New Jersey Avenue, SE  
Washington, DC 20590  
Office of Proceedings, Surface Transportation Board  
Department of Transportation  
395 E Street S.W.  
Washington, DC 20423

Nearest Packers and Stockyards Administration area supervisor

Associate Deputy Administrator for Capital Access  
United States Small Business Administration  
409 Third Street, SW, 8th Floor  
Washington, DC 20416

Securities and Exchange Commission  
100 F St NE  
Washington, DC 20549

Farm Credit Administration  
1501 Farm Credit Drive  
McLean, VA 22102-5090

FTC Regional Office for region in which the creditor operates or  
Federal Trade Commission: Consumer Response Center – FCRA  
Washington, DC 20580  
(877) 382-4357