

Digs Incorporated
Employment Application Form

**PLEASE PRINT ALL
 INFORMATION
 REQUESTED EXCEPT
 SIGNATURE**

Please mail completed application to:
 P.O. Box 31
 Charlottesville, VA 22902
or fax application to:
 434-978-3703

OFFICE USE ONLY:
 Date received:
 Reviewed by:

PLEASE COMPLETE PAGES 1-5.

DATE _____

Name _____
 Last _____ First _____ Middle _____ Maiden _____

Present address _____
 Number _____ Street _____ City _____ State _____ Zip _____

How long at current address? _____ Social Security No. _____ - _____ - _____

Telephone (____) _____

Are you under age 18 ____ YES ____ NO, if "YES", can you provide proof of your eligibility to work? ____ YES ____ NO

Are you currently authorized to work in the United States? ____ YES ____ NO. Proof of eligibility will be required if hired.

Position applied for (1) _____
 and wage desired (2) _____
 (Be specific)

Are you available to work Saturdays?
 Yes ____ No ____

How many hours can you work weekly? _____

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

When are you available to start 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 which is substantially related to the functions or qualifications of the job for which you are applying? No Yes (a Conviction record will not necessarily disqualify you from employment).

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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APPLICATION FOR EMPLOYMENT

DO YOU HAVE A DRIVER'S LICENSE? Yes No

What is your means of transportation to work? _____

Driver's license
number _____ State of issue _____ Operator Commercial (CDL) Chauffeur
Expiration date _____ Class A or B (circle one)

Have you had any accidents during the past three years? _____
Have you had any moving violations during the past three years? _____
How many? _____
How Many? _____

**OFFICE
POSITIONS ONLY**

Typing Yes No _____ WPM 10-key Yes No Word Processing Yes No _____ WPM
Personal Computer Yes PC Other
 No Mac Skills

Please list two references other than relatives.

Name _____

Name _____

Position _____

Position _____

Company _____

Company _____

Address _____

Address _____

Telephone (_____) _____

Telephone (_____) _____

Please use this space to elaborate on any background, experience, or qualifications that you believe should be considered in evaluating your qualifications for employment. You may include hobbies, volunteer experience and any other activities you believe relevant. Please omit any information that would disclose your race, gender, age, marital status, ethnic origin, religious or political affiliations, or disability.

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MILITARY

HAVE YOU EVER BEEN IN THE ARMED FORCES? Yes No

ARE YOU NOW A MEMBER OF THE NATIONAL GUARD? Yes No

Specialty _____ Date Entered _____ Discharge Date _____

Work Experience Please list your work experience for the **past seven 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 City, State, Zip Code Phone number	Name of last supervisor	Employment dates	Pay or salary
		From	Start
		To	Final
Your last job title			

Reason for leaving (be specific)

List the jobs you held, duties performed, skills used or learned, advancements or promotions while you worked at this company.

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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? Yes No

Did you complete this application yourself Yes No If not, who did? _____

After reviewing the attached job description, please indicate if you are able to perform the essential functions of the job for which you have applied ____ Yes ____ No. If you answered "No", please identify those job functions that you cannot perform. If a reasonable accommodation is required to enable you to perform the job properly and safely, please describe:

PLEASE READ CAREFULLY

APPLICATION FORM WAIVER

As indication that you have read and understood each sentence, please write your initials in the spaces provided below.

In exchange for the consideration of my job application by Digs, Inc., (hereinafter called "the Company"), I agree that:

Neither the acceptance of this application nor the subsequent entry into any type of employment relationship, either in the position applied for or any other position, and regardless of the contents of employee handbooks, personnel manuals, benefit plans, policy statements and the like as they may exist from time to time, or other Company practices, shall serve to create an actual or implied contract of employment,____ or to confer any right to remain an employee Digs, Inc., or otherwise to change in any respect the employment-at-will relationship between it and the undersigned,____ and that relationship cannot be altered except by a written instrument signed by the Owner/Managing Member of the Company.____ Both the undersigned and Digs, Inc. may end the employment relationship at any time, without specified notice or reason.____ If employed, I understand that the Company may unilaterally change or revise their benefits, policies and procedures and such changes may include reduction in benefits.____

I authorize investigation of all statements contained in this application.____ I understand that the misrepresentation or omission of facts called for is cause for dismissal at any time without any previous notice.____ I hereby give the Company permission to contact schools, all previous employers (unless otherwise indicated), references and others and hereby release the Company from any liability as a result of such contact.____

I understand that, in connection with the routine processing of your employment application, the Company may request from a consumer reporting agency an investigative consumer report including information as to my credit records, character, general reputation, personal characteristics and mode of living.____ Upon written request from me, the Company, will provide me with additional information concerning the nature and scope of any such report requested by it, as required by the Fair Credit Reporting Act.____

I further understand that my employment with the Company shall be probationary for a period of ninety (90) days and further that at any time during the probationary period or thereafter, my employment relationship with the Company is terminable at will for any reason by either party.____

Signature of applicant_____ **Date:** _____

Digs, Inc. is an equal employment opportunity employer. We adhere to a policy of making employment decisions without regard to race, color, religion, gender, sexual orientation, national origin, citizenship, age or disability. We assure you that your opportunity for employment with Digs, Inc. depends solely on your qualifications.

Thank you for completing this application form and for your interest in our business.

Digs, Inc.

Interviewer Confidentiality Agreement

This Agreement made as of the ____ day of _____, 20____, between Digs, Inc. and _____ (the "Interviewer").

1. *Confidential Information.* Digs, Inc. proposes to disclose certain of its confidential and proprietary information (the "Confidential Information") to Interviewer. Confidential Information shall include all data, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, business plans, financial information and other information disclosed or submitted, orally, in writing, or by any other media, to Interviewer by Digs, Inc.. Confidential Information disclosed orally shall be identified as such within ten (10) days of disclosure. Nothing herein shall require Digs, Inc. to disclose any of its information.

2. *Interviewer's Obligations.* Interviewer agrees that the Confidential Information is to be considered confidential and proprietary to Digs, Inc. and Interviewer shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Digs, Inc., and shall disclose it only to its officers, directors, or employees with a specific need to know. Interviewer will not disclose, publish or otherwise reveal any of the Confidential Information received from Digs, Inc. to any other party whatsoever except with the specific prior written authorization of Digs, Inc..

Confidential Information furnished in tangible form shall not be duplicated by Interviewer except for purposes of this Agreement. Upon the request of Digs, Inc., Interviewer shall return all Confidential Information received in written or tangible form, including copies, or reproductions or other media containing such Confidential Information, within five (5) days of such request.

3. *Term.* The obligations of Interviewer herein shall be effective from the date Digs, Inc. last discloses any Confidential Information to Interviewer pursuant to this Agreement. Further, the obligation not to disclose shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against Interviewer, nor by the rejection of any agreement between Digs, Inc. and Interviewer, by a trustee of Interviewer in bankruptcy, or by the Interviewer as a debtor-in-possession or the equivalent of any of the foregoing under local law.

4. *Other Information.* Interviewer shall have no obligation under this Agreement with respect to Confidential Information which is or becomes publicly available without breach of this Agreement by Interviewer; is rightfully received by Interviewer without obligations of confidentiality; or is developed by Interviewer without breach of this Agreement; provided, however, such Confidential Information shall not be disclosed until thirty (30) days after written notice of intent to disclose is given to Digs, Inc. along with the asserted grounds for disclosure.

5. *No License.* Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party and that the disclosure of Confidential Information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. Confidential Information may pertain to prospective or unannounced products. Interviewer agrees not to use any Confidential Information as a basis upon which to develop or have a third party develop a competing or similar product.

6. No Publicity. Interviewer agrees not to disclose its participation in this undertaking, the existence or terms and conditions of the Agreement, or the fact that discussions are being held with Digs, Inc..
7. Governing Law & Equitable Relief. This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Virginia and Interviewer consents to the exclusive jurisdiction of the state courts and U.S. federal courts located there for any dispute arising out of this Agreement. Interviewer agrees that in the event of any breach or threatened breach by Interviewer, Digs, Inc. may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Digs, Inc. against any such breach or threatened breach.
8. Final Agreement. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. Only a further writing that is duly executed by both parties may modify this Agreement.
9. Non-Assignment. Interviewer may not assign this Agreement or any interest herein without Digs, Inc.'s express prior written consent.
10. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.
11. No Implied Waiver. Either party's failure to insist in any one or more instances upon strict performance by the other party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or delay in performance of any term hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Name: _____

Name: _____

Firm: _____

Firm: _____

Title: _____

Title: _____