



Application for Employment

Name: _____
LAST FIRST MIDDLE

Telephone No.: _____ Email Address: _____

Current Address: _____
STREET CITY STATE ZIP

Position Desired: _____ Year(s) experience in landscape? ____ Snow? ____

Pay Desired: _____ Date of Birth : _____

If hired, can you provide the documents required to prove that you are legally able to work in the U.S.?

☐ Yes ☐ No

Please provide any special information we may need about your name or use of another name for us to check your work record and otherwise verify the information given in this application: _____

Are you employed now? ☐ Yes ☐ No

If yes, may we contact your current employer? ☐ Yes ☐ No

On what date would you be available for work? _____

Are you available to work full-time? ☐ Yes ☐ No Part-time? ☐ Yes ☐ No

Have you ever been convicted of a crime or are there any felony charges pending against you?

☐ Yes ☐ No

If yes, please explain:

Typical physical demand of this job includes sitting, standing, climbing, reaching, lifting, carrying, pushing, pulling, low level work, dexterity of hands and fingers, seeing, hearing and talking.

Are you able to perform the essential function of the position for which you have applied without any accommodation? ☐ Yes ☐ No

Do you have any pre-existing medical conditions? ☐ Yes ☐ No

If yes, please explain: _____

Do you use medical marijuana? ☐ Yes ☐ No

If yes, what is the medical condition you are using it for? _____

Are you willing to take a drug test today? ☐ Yes ☐ No

REFERENCES

Give the name of three persons not related to you whom you have known at least one year.

Name	Address & Phone No.	Employer & Title	Years Acquainted

EDUCATION

	Name & Location of School	Major Subject(s) Studied	Years Attended (for verification purposes only)	Degree, Diploma or Certificate
High School				
Technical				
Training				
College				
Other				

EMPLOYMENT HISTORY

Start with present and list all previous employment.

Dates (Month and Year)	Employer's Name, Address and Phone #	Supervisor's Name And Title	Positions	Salary (Starting and Ending)
From:				
To:				
Reason for leaving:				
From:				
To:				
Reason for leaving:				
From:				
To:				
Reason for leaving:				
From:				
To:				
Reason for leaving:				
From:				
To:				
Reason for leaving				

May we contact the employers listed above? ☐ Yes ☐ No

Special Skills and Qualifications

Summarize special skills and qualifications acquired from employment or other experience, as well as how you believe they would be of benefit to Paradise Garden Landscaping Inc.:

Motor Vehicle License or Permits

Do you have a CDL License? ☐ Yes ☐ No Do you have a Chauffeur's License? ☐ Yes ☐ No

Driver's License Number: _____ Expiration Date: _____ State Issued: _____

Have you ever had your license/permits denied, revoked or suspended? ☐ Yes ☐ No

If yes, explain:

Have you ever been convicted of violating any motor vehicle laws or ordinances (other than parking) within the past four (4) years? ☐ Yes ☐ No

If yes, explain:

Have you been involved in any motor vehicle accidents within the past five (5) years? ☐ Yes ☐ No

If yes, explain:

Authorization and Understanding

I certify that information given in this Application and related documentation is true and complete without qualification. I understand that Paradise Garden Landscaping Inc., or any of its related entities generically referred to as "Paradise Garden Landscaping Inc.", may investigate my work and personal history and verify all data given on this Application, on related papers, and in interviews, and I authorize Paradise Garden Landscaping Inc. to do the same. This inquiry may include information as to my character, general reputation and personal characteristics, and I consent to the conduct of this inquiry and to the consideration of any statements of references or former employers that are given in response to the inquiry. I authorize all individuals, schools and employers named, except as specifically limited on this Application, to provide information requested about me, and I release them from liability for damages in providing this information. I understand and acknowledge that Paradise Garden Landscaping Inc. is entitled to rely on the representations made by me in the hiring process, and therefore I understand and acknowledge that any misrepresentation or omission of fact by me can result in immediate discharge if deemed inappropriate by Paradise Garden Landscaping Inc.

I also understand and acknowledge that, to the extent I am employed by Paradise Garden Landscaping Inc. in any position, my employment and compensation is and will be at the will of Paradise Garden Landscaping Inc., and can be terminated, with or without cause, and without notice, at any time at the option of either Paradise Garden Landscaping Inc. or myself. I further understand and agree that no manager, representative, agent or employee of Paradise Garden Landscaping Inc., other than its president, has now or has had in the past any authority to enter into any agreement for employment for any specified period of time, or to make any agreement which is contrary to or a modification of the above described employment relationship, and that any such agreement or representation must be in writing and signed by both myself and Paradise Garden Landscaping Inc.'s president, in order for it to be effective. Further, I agree that the personnel policies and practices of the company are not contracts and can be modified by the company at any time.

Furthermore, I agree that if I become employed by Paradise Garden Landscaping Inc., then in consideration for my employment I will not commence any action, including my administrative claim or suit, against Paradise Garden Landscaping Inc. or its agents more than six months after the date of the event giving rise to said action(s), including but not limited to any action which in any way relates to my employment and/or termination of my employment, and I hereby waive any statutes of limitations to the contrary.

NON-DISCLOSURE AND NON-USE

If hired by Paradise Garden Landscaping Inc., I understand and acknowledge that I shall not, either during or after the termination of my employment with Paradise Garden Landscaping Inc., disclose any confidential information or materials to any person, firm, corporation, association or other entity for any reason or purpose unless reasonably necessary for the performance of my duties for Paradise Garden Landscaping Inc. or expressly permitted in writing by Paradise Garden Landscaping Inc.. Employees shall not use any confidential information and materials in any manner other than to further Paradise Garden Landscaping Inc. business. Upon the termination of employment, the employee shall immediately return all property in his/her possession or control relating to Paradise Garden Landscaping Inc. business including, but not limited to: personal manuals, computer program manuals and designs worked on in the course of employment with Paradise Garden Landscaping Inc.

CONFIDENTIAL INFORMATION AND MATERIALS

The term "Confidential Information and Materials" means all information belonging to or used by Paradise Garden Landscaping Inc. customers or clients relating to internal operation, procedures and policies, business strategies, pricing, billing information, personal information, customer contact, Paradise Garden Landscaping Inc. clients, sale lists and information, employee lists, technology, software sources codes, programs, costs, marketing plans, developmental plans, computer programs, computer systems, inventions, developments, security codes and systems, and all other Paradise Garden Landscaping Inc. proprietary information and trade secrets of every kind and character. Confidential Information and Materials are and shall continue to be the exclusive property of Paradise Garden Landscaping Inc. and/or Paradise Garden Landscaping Inc. customers or clients. By virtue of being employed by Paradise Garden Landscaping Inc. certain confidential information and materials have been and will be disclosed to the employee. The employee's right to access or use confidential information and materials, and the extent thereof are at Paradise Garden Landscaping Inc. sole discretion and such rights shall expire immediately upon termination of employee's employment with Paradise Garden Landscaping Inc. or as Paradise Garden Landscaping Inc. otherwise directs.

I further understand and acknowledge that, as part of the hiring process and throughout my employment, if hired, may be required to submit to medical/physical examinations (which may include tests for drugs and/or alcohol).

Applicant's Signature: _____ Date: _____

Paradise Garden Landscaping Inc.

AT WILL EMPLOYMENT AGREEMENT

This is an "At Will" employment agreement ("Agreement") between **Paradise Garden Landscaping Inc.** ("Employer") and _____ ("Employee"), collectively referred to as "the parties." In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Title and Salary. Employer will employ Employee as a _____. There are no other job benefits unless set forth herein in writing. Employer makes no promises regarding the number of hours it will ask Employee to work in any given time period; Employee understands that the number of hours may vary with the needs of Employer.

2. Policy Manual and "at will" Status. This is an "At Will" employment agreement. Nothing in Employer's policies, actions, or this document shall be construed to alter the "At Will" nature of Employee's status with Employer, and Employee understands that Employer may terminate his/her employment at any time for any reason or for no reason, provided it is not terminated in violation of state or federal law.

3. Non-Competition Agreement. In consideration of the training to be provided by Employer to the Employee, Employee will not, either during employment with Employer or for a period of two years thereafter, directly or indirectly, for himself/herself or any third party, accept employment or engage in any business or activity which is directly or indirectly in competition with Employer. Employee will not solicit any current customer or potential customer of Employer identified during the course of employment with Employer, or otherwise divert or attempt to divert any existing business of Employer. Employee will not, either during employment with Employer or for a period of two years thereafter, either directly or indirectly, for Employee or any third party, solicit, induce, recruit, or cause another person in the employ of Employer to terminate his/her employment for the purpose of joining, associating or becoming employed with any business or activity which is in competition with any products and/or services sold, marketed, or provided by Employer. The geographical area to which this non-competition agreement applies is any area in which Employer currently solicits or conducts business, and/or any area in which Employer plans to solicit or conduct business for a period of two years after Employee leaves employment with Employer. Both parties agree that the time and scope of this Non-Competition agreement are reasonable. If a court finds the time and/or scope of this Non-Competition agreement unreasonable, it should reasonably modify the agreement to protect the Employer to the maximum permitted by law.

4. Return of Employer's Property. At any time upon the demand of Employer, and in any event, upon termination of employment with Employer, Employee will immediately deliver to Employer all data, manuals, specifications, lists, notes, writings, customer and product lists, photocopies, microfilm, tape recordings, computer disks, patterns, art work, and all other documents or tangible materials whatsoever, including all copies or duplicates, concerning any part of Employer's activities or concerning any part of my activities as an employee. Employee acknowledges that all such items, including Employee's own notes, are the property of Employer, though they may be entrusted to Employee on a temporary basis.

5. Confidentiality. Employee will not, either during employment with Employer or at any time thereafter, except as required in the conduct of the business of Employer or as authorized in writing by Employer use, publish, disclose, appropriate or communicate, directly or indirectly, any of the following information which Employee, in any way, have acquired or may acquire during, or by reason of, employment with Employer:

a. marketing, sales, service, cost, business method, formula, product specification, planning, engineering, and/or technical information relating to Employer, as well as customer lists and/or any other information which could give any third party an opportunity to obtain advantage over competitors who did not know such information; and

b. trade secrets, which are used by Employer and which give it an opportunity to obtain an advantage over competitors who do not know those trade secrets.

6. Injunction Relief. Employee understands that in the event Employee violates any provision of this Agreement, Employer will have the full right to seek injunctive relief, in addition to any other existing rights provided in this agreement or by operation of law, without posting bond.

7. Damages. In the event Employee violates any provision of paragraphs 3-6 above and Employer determines that actual damages cannot reasonably be ascertained, Employer may elect, at its sole discretion, to recovered liquidated damages in the amount of \$100,000.00 plus court costs, litigation expenses, and actual and reasonable attorneys' fees.

8. Attorney's Fees, Costs, Venue. In the event of litigation arising out of this agreement, the parties agree the exclusive venue for such litigation shall be in the County of Employer's primary place of business. The parties agree that if Employer prevails in any litigation the Employee shall pay the Employer's reasonable attorneys' fees and costs.

9. Scope and Term of Agreement. Employee understands this agreement applies regardless of whether there are any changes in Employee's job duties, job title, and/or the location of the place of work. This agreement shall remain in full force and effect if Employee voluntarily terminates employment and thereafter is rehired; under such circumstances, Employee need not execute a new agreement, but will be bound by the terms of this agreement.

10. Severability. If any provision of this Agreement shall be held invalid by a court of law for any reason, the remaining provisions shall remain in full force and effect.

11. Modification. This agreement may not be waived, changed, modified, abandoned, or terminated, in whole or in part, except by an instrument signed by Employer and by Employee.

12. No Other Agreements. There are no agreements between the parties other than those set forth herein. The parties intend this document to be a full and complete statement of their agreement, and all prior discussions are merged into this document. Employer has made no representations to Employee other than those specifically set forth herein.

13. Interpretation Clause. Employee agrees that Employer has given Employee the opportunity to have this document reviewed by an attorney. The parties negotiated the terms herein. This Agreement shall not be interpreted more strictly against either party merely because that party drafted it.

14. Assignability. Employee agrees that the terms of this agreement will continue in full force and effect if Employer or substantially all of its assets is/are acquired by another owner.

15. Termination. The Employee may at any time terminate this agreement and his employment by giving **not less than two weeks written notice to the Employer.**

[Name of employee]

[Signature of Employee]

Date

Zaid Hanna

[Name of Employer Rep]

Vice President

[Signature of Employer Rep]

Date