

# Employment Application

Applicants are considered for all positions without regard to race, color, creed, religion, sex, sexual orientation, gender, sexual/gender identity, national origin, age, marital status, citizenship, military or protected veteran status, disability, genetic characteristic or information, ancestry, pregnancy or any other basis prohibited by applicable law. **We are an Equal Opportunity Employer.**

## Personal Background

Legal name (First, Middle, Last) \_\_\_\_\_

Other name formerly used \_\_\_\_\_

Date last used: \_\_\_\_\_

Month \_\_\_\_\_

Year \_\_\_\_\_

Other name formerly used \_\_\_\_\_

Date last used: \_\_\_\_\_

Month \_\_\_\_\_

Year \_\_\_\_\_

Current address \_\_\_\_\_

City \_\_\_\_\_

County \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

Home Telephone Number \_\_\_\_\_

Cell Phone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

## Employment Desired

Position applied for: \_\_\_\_\_

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

Salary desired: \_\_\_\_\_

Are you lawfully authorized to work in the United States without restriction? **Yes/No** \_\_\_\_\_

Can you, prior to employment, provide verification of your legal right to work in the United States? **Yes/No** \_\_\_\_\_

Do you speak, read or write a language other than English? \_\_\_\_\_  
\_\_\_Yes \_\_\_No If yes, please specify \_\_\_\_\_

Can you and are you willing to travel if your job requires it?

\_\_\_Yes \_\_\_No

If employment is offered, do you intend to have any type of secondary employment or self-employment? **Yes/No** \_\_\_\_\_

If required, would you be willing to work:

(please check one box in each category)

Overtime: \_\_\_Yes \_\_\_No

Holidays: \_\_\_Yes \_\_\_No

Saturdays/Sundays: \_\_\_Yes \_\_\_No

Indicate the days or nights you are not available to work, if any:

\_\_\_\_\_

Have you ever applied to this company or any of its affiliates?

**Yes/No** \_\_\_\_\_ If yes, when? \_\_\_\_\_

Which affiliate(s) or department/property? \_\_\_\_\_

Have you ever been employed by this company or any of its affiliates?

**Yes/No** \_\_\_\_\_ If yes, when \_\_\_\_\_

Which affiliate(s) or department/property? \_\_\_\_\_

Do you have any relatives employed by this company? **Yes/No** \_\_\_\_\_

If yes, who (and what location)? \_\_\_\_\_

## Illegal Use of Drugs

Do you currently engage in the illegal use of drugs (for example marijuana, cocaine, heroin, crack, speed, LSD, etc.)? \_\_\_Yes \_\_\_No

Are you willing to be tested for the illegal use of drugs? \_\_\_Yes \_\_\_No

## Referral Source

How did you learn about our organization? (Walk-in, Employee referral, School, Agency, Internet, Job Fair, Other, etc.) \_\_\_\_\_

## Education and Training

Please indicate highest level of education completed. Check One: **High School** **Technical School** **College** **Graduate**

Name of School/Location: \_\_\_\_\_ Did you graduate? Yes/No \_\_\_\_\_

Degree(s): \_\_\_\_\_

Professional, technical or other certifications received: \_\_\_\_\_

## Professional References

Please list **two** professional references. **Current or former supervisors are preferred.** (If no previous employment history, you may list personal references other than relatives)

1. Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

Company: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Company Address: \_\_\_\_\_ Relationship: \_\_\_\_\_

2. Name: \_\_\_\_\_ Title/Position: \_\_\_\_\_

Company: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Company Address: \_\_\_\_\_ Relationship: \_\_\_\_\_

## Employment History

Please list your **three** last employers starting with your most recent position first (Use additional sheets if necessary):

1. Company Name & Address: \_\_\_\_\_ Dates of Employment: From: \_\_\_\_\_

\_\_\_\_\_ To: \_\_\_\_\_

Type of Company: \_\_\_\_\_ For current employer only: May we contact? Yes/No \_\_\_\_\_

Supervisor Name & Title: \_\_\_\_\_ Title/Position: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Description of duties, responsibilities and accomplishment: \_\_\_\_\_

Reason for Leaving: \_\_\_\_\_

2. Company Name & Address: \_\_\_\_\_ Dates of Employment: From: \_\_\_\_\_

\_\_\_\_\_ To: \_\_\_\_\_

Type of Company: \_\_\_\_\_ Title/Position: \_\_\_\_\_

Supervisor Name & Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Description of duties, responsibilities and accomplishments: \_\_\_\_\_

Reason for Leaving: \_\_\_\_\_

3. Company Name & Address: \_\_\_\_\_

Dates of Employment: From: \_\_\_\_\_

To: \_\_\_\_\_

Type of Company: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Supervisor Name & Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Description of duties, responsibilities and accomplishments: \_\_\_\_\_

Reason for Leaving: \_\_\_\_\_

\*Have you ever been terminated from employment or asked to resign by an employer? Yes/No \_\_\_\_\_

If yes, please explain: \_\_\_\_\_

### Please read carefully before signing

This is an equal opportunity employer. I understand that no question being asked as part of my consideration for employment is intended to be unlawful. I understand that neither the completion of this application nor any other part of my consideration for employment establishes any obligation by the Employer to hire me. If I am hired, I understand that either the Employer or I can terminate my employment at any time and for any reason. No one other than the CEO of the Employer is authorized to make an exception to the at-will employment relationship and any such exception must be in writing signed by the employee and the CEO.

**In order for the Company to consider my application for employment, I agree that the Company and I will submit all disputes related to this application, the hiring process, or the failure of the Company to hire me to final and binding arbitration pursuant to the substantive and procedural provisions of the Federal Arbitration Act (9 U.S.C. Sections 1, et seq.) and the American Arbitration Association's National Rules for the Resolution of Employment Disputes (found at [www.adr.org](http://www.adr.org) or by calling 800-778-7879), thus waiving any right to pursue any judicial proceedings including a right to a jury trial. I further acknowledge that if I am offered and accept employment, the Company and I will agree to be bound by the Company's Arbitration Agreement.**

All of the information I have given to the Employer in considering me for employment is correct. No other information has been concealed. I understand that the Employer may decide to conduct drug screenings, motor vehicle record searches and criminal background checks which formally may be considered a "consumer report" or an "investigative consumer report." I authorize, to the fullest extent permitted by law, any such drug screening, motor vehicle record search and/or criminal background check as well as the investigation of all other matters concerning my consideration for employment. I understand that all offers of employment are contingent upon the receipt of a favorable result of any such drug screening, motor vehicle record search, criminal background check and other investigated matter. I understand that if the Employer hires me, it may request a consumer report or an investigative consumer report about me for employment-related purposes during the course of my employment. The scope of this investigation will be the same as the scope of a pre-employment investigation, and the nature of such an investigation will be my continuing suitability for employment, or whether I possess the minimum qualifications necessary for promotion or transfer to another position. I understand that my consent will apply throughout my employment. I waive any right, to the extent permitted by law, to further prior notice and authorize the Employer to conduct the screening, search, background check or investigation directly or through its agents, and further authorize my former employers, references, and acquaintances to give any such information they may have regarding me. To the extent permitted by law, I release and indemnify this Employer, as well as any parties from whom information is obtained, from any liability whatsoever resulting from the drug screening, motor vehicle record search, criminal background check or any other investigation and release of this information. If any information I have given to the Employer is untrue or misleading, if I have concealed any information, if I have failed to fully complete this application, or if adverse information is discovered through the investigation, I understand that this may result in the denial of employment, revocation of an offer of employment, or termination of employment.

Although management makes every effort to accommodate individual preferences, business needs may at times make the following conditions mandatory: overtime, change in work location, a rotating work schedule, or a work schedule other than Monday through Friday. If employed, I understand and accept these as conditions of my continuing employment. Additionally, I am aware that my employment is contingent on operational requirements. Further, if at the termination of my employment, I owe Employer any monies, including without limitation, rent or petty cash, I authorize Employer to deduct any such sums owed from my final paycheck.

In addition to the authorizations granted above, I hereby state, certify and represent that I have read the Fair Credit Reporting Act disclosure statement provided to me and that I understand such disclosure statement. I hereby authorize Equity LifeStyle Properties, Inc., and its subsidiaries and related entities, to obtain and review the "consumer report" or an "investigative consumer report" referenced in such disclosure statement.

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

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

**MARYLAND APPLICANTS ONLY:** Under Maryland law, an employer may not require or demand, as a condition of employment, prospective employment, or continued employment, that an individual submit to or take, a lie detector or similar test. An employer who violates this law is guilty of a misdemeanor and subject to a fine not exceeding \$100.

**MASSACHUSETTS APPLICANTS ONLY:** It is unlawful in Massachusetts to require or administer a lie detector test as a condition of employment or continued employment. An employer who violates this law shall be subject to criminal penalties and civil liability.

**ARIZONA APPLICANTS ONLY:** The Smoke-Free Arizona Act, A.R.S. §36-601.01 prohibits smoking within and around all public places and places of employment within the state of Arizona. Smoking is prohibited in any enclosed area and within 20 feet of any entrance.



## **ARBITRATION AGREEMENT**

Employer and I agree to submit certain employment-related disputes to binding arbitration. Arbitration is the process by which a neutral third party makes a binding decision relating to a dispute. By entering this Agreement, the parties are waiving their right to have claims covered by this Agreement decided by a court or a jury. To the extent permitted by law, this Agreement is a condition of employment. I understand that Employer's offer and my acceptance of employment with Employer, and the parties' reciprocal agreement to arbitrate covered claims, constitute consideration for the obligations imposed by this Agreement. The terms and conditions of arbitration are as follows:

- Any claim, controversy, or dispute I may have against Employer or any of its past, present or future affiliates, parents, subsidiaries, employees, agents, directors, trustees, shareholders, or partners or that Employer may have against me, arising from or relating to my application for employment, my employment, or the termination of my employment with Employer, will be finally settled by binding arbitration. Claims that must be settled by binding arbitration include, but are not limited to, claims for wages and other compensation, claims for breach of contract (express or implied), misappropriation of trade secrets or unfair competition, claims for violation of public policy, wrongful termination, tort claims, claims for unlawful retaliation, discrimination and/or harassment (Including, but not limited to, claims based on or related to race, religious creed, color, national origin, ancestry, physical disability, mental disability, age, sex, military status, or any other characteristic protected by applicable federal, state, or local law), and claims for violation of any federal, state, or other government law, statute, regulation, or ordinance, such as, for example, claims arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans With Disabilities Act, the Age Discrimination In Employment Act, the Equal Pay Act, the Pregnancy Discrimination Act, the Family And Medical Leave Act, the Fair Labor Standards Act, the Genetic Information Non-Discrimination Act, the Worker Adjustment and Retraining Notification Act; the Massachusetts Fair Employment Practices Act (Chapter 151B); the Michigan Persons With Disabilities Civil Rights Act; the Michigan Constitution, Art. I, Sec. 2 and Art. V, Sec. 29; the Michigan Elliott Larsen Civil Rights Act; and Michigan's Whistleblowers' Protection Act, MCL 15.361 *et seq.* Arbitration shall be the exclusive method for resolving any covered dispute, provided, however, that either party may request provisional relief from a court of competent jurisdiction to the extent provided by applicable federal or state law without waiving the right to arbitration.
- The claims that are not covered by this Agreement and are excluded from arbitration are: claims for workers' compensation or unemployment insurance benefits; petitions or charges that could be brought before the National Labor Relations Board or claims under a collective bargaining agreement; claims covered by a written employment contract signed by both parties that expressly provides for resolution of disputes in accordance with that contract's terms; claims under employee pension, welfare benefit or stock option plans if those plans contain some form of procedure for resolution of disputes under the plan; claims that by federal law are not subject to mandatory binding pre-dispute arbitration pursuant to the Federal Arbitration Act, such as claims under the Dodd-Frank Wall Street Reform Act; and claims under California's Private Attorney General Act of 2004, California Labor Code §§ 2698, *et seq.*
- Except where prohibited by federal law, claims covered by this Agreement must be brought on an individual basis only, and arbitration on an individual basis is the exclusive remedy. Both parties hereby waive any right to assert or submit a multi-plaintiff, class, collective or representative action encompassing claims that are covered by this Agreement, and no arbitrator has authority to proceed with arbitration on such a basis. Any disputes concerning the validity of this multi-plaintiff, class, collective and representative action waiver will be decided by a court of competent jurisdiction, not by the arbitrator. In the event a court determines this waiver to be unenforceable with respect to any claim, then, after any appeals have been exhausted without such determination having been reversed or vacated, this waiver shall not apply to that claim, that claim must be filed in a court of competent jurisdiction, and such court shall be the exclusive forum for that claim.

- The substantive and procedural provisions of the Federal Arbitration Act (9 U.S.C. Sections 1, *et seq.*) shall apply to and govern this agreement. In addition, the arbitration will be conducted in accordance with the terms set forth herein and the American Arbitration Association's National Rules for the Resolution of Employment Disputes. The American Arbitration Association ("AAA"), founded in 1926, is a not-for-profit public service organization dedicated to the resolution of disputes through voluntary dispute resolution procedures, including arbitration and mediation. Millions of workers are covered by alternative dispute resolution plans administered by the AAA.
- Employer selected the AAA as the administrator of its arbitration program because the AAA has set the standards for fair and equitable dispute resolution procedures. The National Rules were developed by a committee which included retired judges and arbitrators, as well as plaintiff and management attorneys. The rules include procedures designed to ensure due process in the arbitration of employment disputes. Employer strongly encourages you to review the National Rules carefully before signing this Agreement. A copy can be obtained from Human Resources or the Legal Department, from the AAA website at [www.adr.org](http://www.adr.org), or by contacting the AAA directly (toll-free 800-778-7879).
- A party who wishes to submit to arbitration a claim, controversy, or dispute of a type covered by this Agreement must initiate the arbitration in accordance with the procedures specified in the AAA Rules within the applicable statute of limitations. A failure to do so constitutes a waiver of any right to raise that claim in any forum. Filing and administrative fees of the arbitration will be paid by Employer, as will the fees and other expenses of the arbitrator. Please note that this Agreement does not prohibit any employee from filing a charge or complaint with an administrative agency at the federal, state, or local level that has responsibility for investigating alleged statutory violations. It is the intention of this Agreement, however, to preclude the employee from being a party to a judicial proceeding arising from the acts, omissions, or events referred to in or relating to such charge or complaint.
- The arbitration shall be before a single neutral arbitrator in the county in which the employee last worked for Employer. The parties have the right to a fair hearing and to be represented by counsel at their own expense. The parties have the right to conduct discovery adequate to pursue their claims and defenses but consistent with the streamlined nature of arbitration. The arbitrator shall apply the applicable substantive law regarding all claims to be arbitrated and shall have the authority to award any remedy or relief that would have been available to the parties had the matter been heard in court. The arbitrator's award shall be in writing, with factual findings, reasons given, and evidence cited to support the award. Any authorized decision or award of the arbitrator shall be final and binding on the parties. Any court of competent jurisdiction may enter judgment upon the award, either by (i) confirming the award or (ii) vacating, modifying, or correcting the award on any ground permitted by applicable law.
- The provisions of this Agreement shall survive the employment relationship and shall remain in full force and effect thereafter. Except as otherwise expressly set forth in this Agreement, if any provision of this Agreement is held invalid or unenforceable: (i) it shall be interpreted in a manner or modified to make it enforceable and the remainder of this Agreement will not be affected, and (ii) if that is not possible, the parties agree that in such instance, the invalid or unenforceable provisions will be severed and disregarded and the remainder of the Agreement will be enforced. A court may not decline to enforce this Agreement on the ground that a party to the Agreement also is a party to a pending court action or special proceeding with a third party arising out of the same transaction or series of related transactions.
- This Agreement sets forth the final and entire agreement of the parties with respect to its subject matter. It supersedes all prior negotiations, representations or agreements, whether written or oral, pertaining to arbitration of claims. By issuance of this Agreement, Employer agrees to be bound by its terms without signing it. By signing page 1 of this document, I accept this Agreement.