

APPLICATION FOR EMPLOYMENT

VACATION RESORTS INTERNATIONAL - CALIFORNIA

Position Desired: _____ Part time Full time Date _____

Name _____
Last First Middle

Present Address _____ How long have you lived there? _____
Street and Number City State Zip Code Years Months

Previous Address _____ How long did you live there? _____
Street and Number City State Zip Code Years Months

Telephone No. _____ Social Security No. _____

Have you ever worked for this Company before? Yes No

If yes, please give dates and position: _____

Have you ever pled guilty or "no contest" to, or been convicted of, a misdemeanor or felony? Yes No

Have you been arrested for any matters for which you are out on bail or on your own recognizance pending trial?

Yes No

If yes, please give the date(s) and details: _____

Note: Answering "Yes" to these questions does not constitute an automatic bar to employment. Factors such as age and time of the offense, seriousness and nature of the violation, and rehabilitation will be taken into account. (Do not include minor traffic infractions and convictions for which the record has been sealed or expunged, any conviction for which probation has been successfully completed or otherwise discharged and the case has been judicially dismissed, referrals to and participation in any pretrial or post trial diversion programs, and marijuana-related offenses that occurred over two years ago in answering these questions).

RECORD OF PREVIOUS EMPLOYMENT

Please list the names of your present or previous employers in chronological order with present or last employer listed first. Be sure to account for all periods of time including military service and any period of unemployment. If self-employed, give firm name and supply business references. (Add additional page if necessary)

<u>Present or Last Employer</u>	<u>Employed</u>	<u>Pay</u>	<u>Your title or position</u>	<u>Exact reason for leaving</u>
Address	From (mo/yr)	\$		
City, State, Zip		Start		
Telephone	To (mo/yr)	\$	Name and Title of Last Supervisor	
		Final		
<u>Present or Last Employer</u>	<u>Employed</u>	<u>Pay</u>	<u>Your title or position</u>	<u>Exact reason for leaving</u>
Address	From (mo/yr)	\$		
City, State, Zip		Start		
Telephone	To (mo/yr)	\$	Name and Title of Last Supervisor	
		Final		

EDUCATION

School Name	Years Completed (Circle)	Diploma/Degree	Describe Course of Study or Major	Describe Specialized Training, Experience, Skills and ExtraCurricular Activities
Elementary:	4 5 6 7 8			
High School:	9 10 11 12			
College / University:	1 2 3 4			
Graduate / Professional:	1 2 3 4			
Trade or Correspondence:				
Other:				

PERSONAL REFERENCES

Please list persons who know you well - - not previous employers or relatives

Name	Occupation	Address (Street, City and State)	Telephone Number	Number of Years Known

THIS APPLICATION WILL BE CONSIDERED ACTIVE FOR A MAXIMUM OF THIRTY (30) DAYS. IF YOU WISH TO BE CONSIDERED FOR EMPLOYMENT AFTER THAT TIME, YOU MUST REAPPLY.

I HEARBY STATE THAT ALL OF THE INFORMATION I PROVIDED ON THIS APPLICATION OR ANY OTHER DOCUMENTS COMPLETED IN CONNECTION WITH MY EMPLOYMENT APPLICATION, RESUME AND IN INTERVIEW ARE TRUE AND CORECT. I HAVE WITHHELD NOTHING THAT WOULD IF DISCLOSED, AFFECT THIS APPLICATION UNFAVORABLY. I UNDERSTAND THAT IF I AM EMPLOYED AND ANY SUCH INFORMATION IS LATER FOUND TO BE FALSE OR INCOMPLETE IN ANY RESPECT, MY EMPLOYMENT MAY BE TERMINATED.

IF HIRED, I AGREE AS FOLLOWS; MY EMPLOYMENT AND COMPENSATION IN TERMINABLE AT-WILL, IS FOR NO DEFINITE PERIOD, AND MY EMPLOYMENT COMPENSATION MAY BE TERMINATED BY EITHER THE EMPLOYER OR ME AT ANY TIME AND FOR ANY REASON WHATSOEVER, WITH OR WITHOUT GOOD CAUSE. THIS IS THE ENTIRE AGREEMENT BETWEEN THE EMPLOYER AND ME REGARDING DISPUTE RESOLUTION, THE LENGTH OF MY EMPLOYMENT, AND THE REASONS FOR TERMINATION OF EMPLOYMENT, AND THIS AGREEMENT SUPERSEDES ANY AND ALL PRIOR AGREEMENTS REGARDING THESE ISSUES. IT IS FURTHER AGREED AND UNDERSTOOD THAT ANY AGREEMENT CONTRARY TO THE FOREGOING MUST BE ENTERED INTO, IN WRITING BY THE PRESIDENT OF VACATION RESORTS INTERNATIONAL. NO SUPERVISOR OR REPRESENTATIVE OF THE EMPLOYER, OTHER THAN THE PRESIDENT, HAS ANY AUTHORITY TO ENTER INTO ANY AGREEMENT FOR EMPLOYMENT FOR ANY SPECIFIC PERIOD OF TIME OR MAKE ANY AGREEMENT CONTRARY TO THE FOREGOING. ORAL REPRESENTATIONS MADE BEFORE OR AFTER I AM HIRED DO NOT ALTER THIS AGREEMENT.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THE ABOVE STATEMENTS AND UNDERSTAND THE SAME.

Date

Signature of Applicant

APPLICANT'S STATEMENT & AGREEMENT

In the event of my employment to a position at Vacation Resorts International, I will comply with all rules and regulations of this Company. I understand that the Company reserves the right to require me to submit to a test for the presence of drugs in my system prior to employment and at any time during my employment, to the extent permitted by law. I also understand that any offer of employment may be contingent upon the passing of a physical examination. I consent to the disclosure of the results of any physical examination and related tests to the Company. I also understand that I may be required to take other tests such as personality and honest tests, prior to and during my employment. I understand that should I decline to sign this consent or take any of the above tests, my application for employment may be rejected or my employment may be terminated. I understand that bonding may be a condition of hire. If it is, I will be so advised either before or after hiring and a bond application will have to be completed.

I further understand that Vacation Resorts International may contact my previous employers. I authorize those employers to disclose to Vacation Resorts International all records and information pertinent to my employment with them. In addition to authorizing the release of any information regarding my employment, I hereby waive any rights or claims I have or may have against my former employers, their agents, employees and representatives, as well as other individuals who release information to Vacation Resorts International, and release them from any and all liability, claims, or damages that may directly or indirectly result from the use, disclosure, or release of any such information by any person or party, whether such information is favorable or unfavorable to me. I authorize the persons named herein as personal references to provide Vacation Resorts International with any pertinent information they may have regarding me.

I hereby state that all the information that I provided on this application or any other documents filled out in connection with my employment, and in any interview is true and correct. I have withheld nothing that would, if disclosed, affect this application unfavorably. I understand that if I am employed and any such information is later found to be false or incomplete in any respect, I may be dismissed.

I further agree and acknowledge that the Company and I will utilize a system of binding arbitration to resolve all disputes that may arise out of the employment context. Both the Company and I agree that any claim, dispute and/or controversy that either I may have against the Company (or its owners, directors, officers, managers, employees, agents and parties affiliated with its employee benefit and health plans) or the Company may have against me, arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with the Company shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act (Cal. Code Civ. Proc. Sec 1280 et seq., including section 1283.05 and all of the Act's other mandatory and permissive rights to discovery). Included within the scope of this Agreement are all disputes, whether based on tort, contract, statute (including, but not limited to, any claims of discrimination and harassment, whether they be based on the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, or any other state or federal law or regulation), equitable law, or otherwise, with exception of claims arising under the National Labor relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the California Workers' Compensation Act, Employment Development Department claims or as otherwise required by state and federal law. However, nothing herein shall prevent me from filing and pursuing proceedings before the California Department of Fair Employment and Housing, or the United States Equal Employment Opportunity Commission (although if I choose to pursue a claim following the exhaustion of such administrative remedies, that claim would be subject to the provisions of this Agreement). In addition to any other requirements imposed by law, the arbitrator selected shall be a retired California Superior Court Judge and shall be subject to disqualification on the same grounds as would apply to a judge of such court. To the extent applicable in civil actions in California courts, the following shall apply and be observed: all rules of pleading (including the right of demurrer), all rules of evidence, all rights to resolution of the dispute by means of motions for summary judgment, judgment on the pleadings, and judgment under Code of Civil Procedure Section 631.8. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded, and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than such controlling law. The arbitrator shall have the immunity of a judicial officer from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with Cal. Civil Code Section 47(b). As reasonable required to allow full use and benefit of this agreement's modifications to the Act's procedures, the arbitrator shall extend the times set by the Act for the giving of notices and setting of hearings. Awards shall include the arbitrator's written reasoned opinion. **I understand and agree to this binding arbitration provision and both I and Vacation Resorts International give up our right to trial by jury of any claim I or the Company may have against each other.**

If hired, I agree as follows: My employment and compensation is subject to termination at-will; is for no definite period and my employment and compensation may be terminated by either the Company (employer) or myself at any time and for any reason whatsoever, with or without good cause. This is the entire agreement between the Company and me regarding dispute resolution, the length of my employment, and the reasons for termination of employment, and this agreement supersedes any and all prior agreements regarding these issues. It is further agreed and understood that any agreement contrary to the foregoing. Oral representations made before or after hiring do not alter this Agreement.

Should any term or provision, or portion thereof, be declared void or unenforceable it shall be severed and the remainder of this Agreement shall be enforceable.

IF YOU HAVE ANY QUESTIONS REGARDING THIS STATEMENT, PLEASE ASK A COMPANY REPRESENTATIVE BEFORE SIGNING.

**I HEREBY ACKNOWLEDGE THAT I HAVE READ THE ABOVE STATEMENTS AND UNDERSTAND THE SAME.
DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE STATEMENT AND AGREEMENT. FURTHERMORE, ALL OF THE INFORMATION PROVIDED IN THIS APPLICATION FOR EMPLOYMENT IS TRUE AND ACCURATE.**

Signature of Applicant

Date