



Please Print Clearly

# APPLICATION FOR EMPLOYMENT

Company Name \_\_\_\_\_ Date \_\_\_\_\_

Please Answer All Questions. Résumés Are Not A Substitute For A Completed Application.

We are an equal opportunity employer. Applicants are considered for positions without regard to veteran status, uniformed servicemember status, race, color, religion, sex, national origin, age, physical or mental disability, genetic information or any other category protected by applicable federal, state, or local laws.

For Rhode Island Employers Only: This Company is subject to the Workers' Compensation laws of the State of Rhode Island.\*

THIS COMPANY IS AN AT-WILL EMPLOYER AS ALLOWED BY APPLICABLE STATE LAW. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS APPLICATION, IF HIRED, THE COMPANY OR I MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE.

Applicant Name \_\_\_\_\_ Position Applied For \_\_\_\_\_ (list only one)

Telephone Number ( ) \_\_\_\_\_ - \_\_\_\_\_ Alternate/Cellular Telephone Number ( ) \_\_\_\_\_ - \_\_\_\_\_

Present Address \_\_\_\_\_  
Street, Apartment, or Unit Number \_\_\_\_\_  
How long have you lived there \_\_\_\_/\_\_\_\_ Years/Months  
City State Zip

Email Address (optional) \_\_\_\_\_

If under the age of 18, can you produce the necessary work certificate at the time of employment? Yes  No

Type of employment desired? Full-time  Part-time  (Specify Hours) \_\_\_\_\_

Are you willing to work overtime? Yes  No  Date on which you can start work if hired \_\_\_\_\_

Have you previously applied for employment with this Company? Yes  No

If Yes, when and where did you apply? \_\_\_\_\_

Have you ever been employed by this Company? Yes  No

If Yes, provide dates of employment, location and reason for separation from employment. \_\_\_\_\_

If applicable, below list any other names by which you have been known which may be necessary to allow us to confirm your work and educational record. For example, change of name, use of an assumed name, nickname, etc.

Education	School Name and Location (Address, City, State)	Course of Study or Major	Graduate? Y or N	# of Years Completed	Honors Received
High School					
College					
Graduate/ Professional					
Trade or Correspondence					

## WORK EXPERIENCE

Please list the names of your present and/or previous employers in chronological order with present or most recent employer listed first. Provide information for at least the most recent ten (10) year period. Attach additional sheets if needed. If self-employed, supply firm name and business references. You may include any verifiable work performed on a volunteer basis, internships, or military service. Your failure to completely respond to each inquiry may disqualify you for consideration from employment. Do not answer "see résumé."

Employer

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<b>Name</b>	<b>Address</b>	<b>Type of Business</b>
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Telephone ( \_\_\_\_ ) \_\_\_\_\_ Dates Employed From \_\_\_\_/\_\_\_\_/\_\_\_\_ To \_\_\_\_/\_\_\_\_/\_\_\_\_

Job Title \_\_\_\_\_ Duties \_\_\_\_\_

Supervisor's Name \_\_\_\_\_ May we contact?  Yes  No If No, why not? \_\_\_\_\_

Reason for Leaving? \_\_\_\_\_

What will this employer say was the reason your employment terminated? \_\_\_\_\_

Were you ever disciplined? If so, for what? \_\_\_\_\_

How much notice did you give when resigning? If none, explain. \_\_\_\_\_

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Employer

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<b>Name</b>	<b>Address</b>	<b>Type of Business</b>
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Telephone ( \_\_\_\_ ) \_\_\_\_\_ Dates Employed From \_\_\_\_/\_\_\_\_/\_\_\_\_ To \_\_\_\_/\_\_\_\_/\_\_\_\_

Job Title \_\_\_\_\_ Duties \_\_\_\_\_

Supervisor's Name \_\_\_\_\_ May we contact?  Yes  No If No, why not? \_\_\_\_\_

Reason for Leaving? \_\_\_\_\_

What will this employer say was the reason your employment terminated? \_\_\_\_\_

Were you ever disciplined? If so, for what? \_\_\_\_\_

How much notice did you give when resigning? If none, explain. \_\_\_\_\_

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Have you ever been terminated or asked to resign from any job?  Yes  No If Yes how many times? \_\_\_\_\_

Has your employment ever been terminated by mutual agreement?  Yes  No If Yes how many times? \_\_\_\_\_

Have you ever been given the choice to resign rather than be terminated?  Yes  No If Yes how many times? \_\_\_\_\_

If you answered Yes to any of the above three questions, please explain the circumstances of each occasion.

\_\_\_\_\_

\_\_\_\_\_

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**REFERENCES** [Optional]

Please list the names of additional work-related references we may contact. Individuals with no prior work experience may list school or volunteer-related references.

NAME	POSITION	COMPANY	WORK RELATIONSHIP (i.e. supervisor, co-worker)	TELEPHONE

Please list the names of personal references (not previous employers or relatives) who you know that we may contact.

NAME	OCCUPATION	ADDRESS	TELEPHONE	NUMBER OF YEARS KNOWN

**DRIVING INFORMATION [Optional]** (Complete only if driving is an essential function of the job for which you are applying).

Do you have a current valid driver's license?  Yes  No If yes, License No.: \_\_\_\_\_ State: \_\_\_\_\_

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

If you do not have a driver's license for the state in which you currently reside, why not?

Has your license ever been suspended or revoked?  Yes  No

If yes, explain:

Do you have personal automobile insurance?  Yes  No

If no, explain:

Have you ever been denied personal automobile insurance or has it ever been terminated or suspended?  Yes  No If yes, explain:

Please list all moving traffic violations in the last five (5) years:

OFFENSE	DATE	LOCATION	COMMENTS

## APPLICANT CERTIFICATION

I understand and agree that if driving is a requirement of the job for which I am applying, my employment and/or continued employment is contingent on possessing a valid driver's license for the state in which I reside and automobile liability insurance in an amount equal to the minimum required by the state where I reside.

I understand that the Company may now have, or may establish, a drug-free workplace or drug and/or alcohol testing program consistent with applicable federal, state, and local law. If the Company has such a program and I am offered a conditional offer of employment, I understand that if a pre-employment (post-offer) drug and/or alcohol test is positive, the employment offer may be withdrawn. I agree to work under the conditions requiring a drug-free workplace, consistent with applicable federal, state, and local law. I also understand that all employees of the location, pursuant to the Company's policy and federal, state, and local law, may be subject to urinalysis and/or blood screening or other medically recognized tests designed to detect the presence of alcohol or illegal or controlled drugs. If employed, I understand that the taking of alcohol and/or drug tests is a condition of continual employment and I agree to undergo alcohol and drug testing consistent with the Company's policies and applicable federal, state, and local law.

If employed by the Company, I understand and agree that the Company, to the extent permitted by federal, state, and local law, may exercise its right, without prior warning or notice, to conduct investigations of property (including, but not limited to, files, lockers, desks, vehicles, and computers) and, in certain circumstances, my personal property.

I understand and agree that as a condition of employment and to the extent permitted by federal, state, and local law, I may be required to sign a confidentiality, restrictive covenant, and/or conflict of interest statement.

I certify that all the information on this application, my résumé, or any supporting documents I may present during any interview is and will be complete and accurate to the best of my knowledge. I understand that any falsification, misrepresentation, or omission of any information may result in disqualification from consideration for employment or, if employed, disciplinary action, up to and including immediate dismissal.

**THIS COMPANY IS AN AT-WILL EMPLOYER AS ALLOWED BY APPLICABLE STATE LAW. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS APPLICATION, IF HIRED, THE COMPANY OR I MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS APPLICATION OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ME OR ANY APPLICANT FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY THE PRESIDENT OF THE COMPANY. IF HIRED, I AGREE TO CONFORM TO THE RULES AND REGULATIONS OF THE COMPANY, AND I UNDERSTAND THAT THE COMPANY HAS COMPLETE DISCRETION TO MODIFY SUCH RULES AND REGULATIONS AT ANY TIME, EXCEPT THAT IT WILL NOT MODIFY ITS POLICY OF EMPLOYMENT AT-WILL.**

I authorize the Company or its agents to confirm all statements contained in this application and/or résumé as it relates to the position I am seeking to the extent permitted by federal, state, or local law. I agree to complete any requisite authorization forms for the background investigation which may be permitted by federal, state and/or local law. If applicable and allowed by law, I will receive separate written notification regarding the Company's intent to obtain "consumer reports."

I authorize and consent to, without reservation, any party or agency contacted by this employer to furnish the above-mentioned information. I hereby release, discharge, and hold harmless, to the extent permitted by federal, state, and local law, any party delivering information to the Company or its duly authorized representative pursuant to this authorization from any liability, claims, charges, or causes of action which I may have as a result of the delivery or disclosure of the above requested information. I hereby release from liability the Company and its representative for seeking such information and all other persons, corporations, or organizations furnishing such information. Further, if hired, I authorize the company to provide truthful information concerning my employment to future employers and hold the company harmless for providing such information.

If hired by this Company, I understand that I will be required to provide genuine documentation establishing my identity and eligibility to be legally employed in the United States by this Company. I also understand this Company employs only individuals who are legally eligible to work in the United States.

THIS APPLICATION WILL BE CONSIDERED ACTIVE FOR A MAXIMUM OF SIXTY (60) DAYS. IF YOU WISH TO BE CONSIDERED FOR EMPLOYMENT AFTER THAT TIME, YOU MUST REAPPLY.

I CERTIFY THAT ALL OF THE INFORMATION THAT I HAVE PROVIDED ON THIS APPLICATION IS TRUE, ACCURATE, AND COMPLETE.

DO NOT SIGN UNTIL YOU HAVE READ ALL OF THE INFORMATION CONTAINED IN THE APPLICATION.

**Applicant Signature** \_\_\_\_\_ **Date** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

If the applicant is a minor, the foregoing release and consent must be signed by the applicant's parent or legal guardian. Signature by the applicant's parent or legal guardian constitutes acknowledgement by the applicant and the parent or legal guardian that the Company, to the extent permitted by federal, state, and local law, can test the applicant for illegal or controlled substances, conduct inspections of property without notice, and communicate test results to Company personnel who need to know, the applicant, and the applicant's legal guardian.

\_\_\_\_\_  
**Parent/Legal Guardian**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**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, POLYGRAPH, OR SIMILAR TEST. AN EMPLOYER WHO VIOLATES THIS LAW IS GUILTY OF A MISDEMEANOR AND SUBJECT TO A FINE NOT EXCEEDING \$100. I have read and understand the above statement.**

**Applicant Signature** \_\_\_\_\_ **Date** \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

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.

**FOR CALIFORNIA APPLICANTS ONLY:** BY CHECKING THIS BOX, I WAIVE MY RIGHT TO RECEIVE A COPY OF ANY PUBLIC RECORD OBTAINED BY THE COMPANY FOR EMPLOYMENT PURPOSES THROUGH AN INTERNAL INVESTIGATION.

FEDERAL AND/OR STATE LAW MAY PROHIBIT THE USE OF LIE DETECTOR, POLYGRAPH OR SIMILAR TEST AS WELL.

THIS APPLICATION MAY NOT BE SUFFICIENT FOR ALL INDUSTRIES OR APPROPRIATE FOR USE IN ALL LOCALITIES.

\*This employment application not appropriate for use by Rhode Island employers exempt from the state's Workers' Compensation laws.



## ACM Confidential Agreement

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between ABMC (the Company) and \_\_\_\_\_ (Recipient).

WHEREAS, the Company is the owner of proprietary information, hereinafter referred to as "Confidential Information," as more fully defined below;

WHEREAS, in connection with the possible addition of Recipient to the Company's sale team (the "Business Purpose"), the Company is willing to disclose Confidential Information to Recipient for the purpose of evaluating and/or fulfilling the Business Purpose; and

WHEREAS, Recipient is willing to receive such Confidential Information solely for such purpose;

NOW, THEREFORE, the parties hereto do mutually agree that the above recitals are incorporated into and made a part of the Agreement by reference and also agree, intending to be legally bound, as follows:

1. **Confidential Information.**

(a) Except as set forth below, the term "Confidential Information" means any information heretofore and hereafter disclosed to Recipient, whether orally, in writing, in any medium, however documented (or not documented), by or on behalf of the Company, or observed while visiting the premises of the Company, including, without limitation, the Company's actual and proposed business(es); financial information; budgets; services; products; trade secrets; techniques; materials; analyses; strategies; forecasts; research and development; ideas; names, addresses and any other characteristics, identifying information or aspects of the Company's existing or potential customers, employees, consultants, vendors, suppliers or stockholders; or any information derived, summarized or extracted from any of the foregoing.

(b) Confidential Information does not include information: (i) which at the time of disclosure is in the public domain; (ii) which Recipient can show by written records was already in its possession at the time of disclosure and not subject to any existing agreement of confidence between the parties; (iii) which is received from a third party, other than a current or former agent or representative of the Company without restriction and without breach of the Agreement or any other agreement; (iv) which is independently developed by Recipient as evidenced by its written records; or (v) which is disclosed pursuant to a valid order of a court or regulatory agency or other governmental body or any political subdivision thereof, provided, however, that Recipient shall first have given notice to the Company and made a reasonable effort to obtain a protective order requiring that the Confidential Information be used only for the purposes for which the order was issued.

2. **Non-Disclosure of Confidential Information**

(a) Recipient agrees not to disclose and to take all steps as may be necessary (including, but not limited to, all steps it takes to protect the confidentiality of its own most confidential information) to protect the Confidential Information from disclosure. Such confidentiality shall be maintained and shall only be disclosed or made accessible to those employees or agents of the Company who have a bona fide need to know such Confidential Information in relation to the Business Purpose.

(b) Recipient shall not use the Confidential Information other than In relation to the Business Purpose or duplicate the Confidential Information at any time without the Company's prior written consent. Recipient shall not directly or indirectly disclose, divulge, reveal or transfer the Confidential Information to any other person or entity without the Company's prior written consent.

**3. Return of Materials**

In the event that the parties cease the Business Purpose or do not proceed with the Business Purpose within a reasonable time, and in any event, within five (5) days after being so requested by the Company, Recipient shall redeliver all documents, or other items furnished by the Company, or acquired in connection with the Business Purpose and any copies made by Recipient. Except if Recipient is advised in writing by counsel that it is prohibited by law, Recipient will also, to the extent possible, destroy all written material, memoranda, notes and other writings or recordings whatsoever prepared by Recipient based upon, containing or otherwise reflecting any information relating to the Confidential Information. Recipient shall supply the Company with written confirmation that it has fulfilled its obligations under this Section 3. Any information relating to the Confidential Information that is not returned or destroyed, including, without limitations, shall remain subject to the confidentiality obligations set forth in this Agreement.

**4. Accuracy and Completeness.**

The Company makes no representations or warranties as to accuracy or completeness of the Confidential Information. Recipient agrees that neither the Company nor any of its employees, agent or representatives shall have any liability to Recipient resulting from the use of the Confidential Information supplied, except as may be set forth in a definitive agreement between the Company and Recipient relating to the Business Purpose.

**5. Non-Solicitation.**

During the term of this Agreement and for a period of two (2) years following the termination this Agreement for any reason, Recipient will not, on its own behalf or on behalf of any other person or entity, without the express written consent of the Company: (i) solicit or attempt to solicit any then current client, customer or other contact of the Company to provide products or services to such client, customer or other contact which are in any way competitive with, or substantially similar to, the category or classification of products or services offered by the Company; (ii) solicit or attempt to solicit any then current customer, supplier, vendor, contractor or other business relation of the Company to modify its relationship with the Company' or (iii) solicit or attempt to solicit any then current employee or representative of the Company to terminate or modify is or her employment or business relationship with the Company.

**6. Non-Competition.**

In consideration of the Company's disclosure of Confidential Information to Recipient, Recipient agrees that during the term of this Agreement and For a period of six (6) months following the termination of this Agreement for any reason, Recipient will not, directly or indirectly, without the express written consent of the Company, in any market in which the Company provides or solicits orders for products or services during the one year period prior to termination: own, have an interest in, be hired by, consult for, assist, provide services or products for, or have a business relationship with any person or entity which is competitive with, or substantially similar to, the business of the Company and where the service or product could be supplied by the company; or take any action which might divert from the Company any opportunity (each, an "Opportunity") which would be within the scope of the Company's then business, and shall offer each Opportunity to the Company, which the Company may, at its sole discretion, decide to pursue or not.

**7. Reasonable Restrictions.**

Recipient acknowledges and agrees that the covenants and restrictions contained in this Agreement are reasonable and necessary to protect the Company's business, good will, confidential information, trade secrets, and relationships with its customers.

**8. Irreparable Harm.**

Both parties understand and agree that a breach or threatened breach by Recipient of any of the provisions of this Agreement will give rise to irreparable injury that is not adequately compensable in money damages. Both parties further agree that the Company, in addition to and not in limitation of any other rights, remedies or damages available, at law or in equity, shall be entitled to a temporary restraining order, preliminary injunction, permanent injunction and other equitable relief on any other comparable relief.

**9. Indemnification.**

Recipient hereby indemnifies and agrees to defend and hold harmless the Company its shareholders, directors, offices, employees and agents, from and against any damages, losses, costs and expenses (including, without limitation, attorneys' fees) suffered by any such party, as a result of a breach of this Agreement by Recipient, or suffered as a result of the enforcement by the Company of this Agreement against Recipient. If the Company shall prevail in any action at law or in equity to enforce the provisions of this Agreement against Recipient, Recipient shall pay the Company's costs and expenses (including, without limitations, attorneys' fees) incurred by the Company in enforcing this Agreement against Recipient.

**10. Jurisdiction; Service of Process.**

This Agreement shall be construed and governed by and under the laws of the State of New Jersey, without regard to its conflicts of laws principles. Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced and prosecuted only in a court of the State of New Jersey (or, if appropriate, a federal court located within New Jersey), and Recipient consents to the jurisdiction of such a court. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere. Recipient waives any requirement that the Company prove the economic value of an Confidential Information or post a bond or other security in connection with the enforcement of its rights hereunder.

**11. General Terms.**

- a) The invalidity or unenforceability of any provision of the Agreement shall not affect The validity or enforceability of any other provision of this Agreement. If a court of competent jurisdiction determines that any restriction in this Agreement is overbroad or unreasonable under the circumstances, such restriction shall be modified or revised by such court to include the maximum reasonable restriction allowed by law.
- b) This Agreement constitutes the entire agreement of the parties hereto concerning the subject matter hereof and supersedes any prior oral or written agreements pertaining to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except in an agreement in writing signed by Recipient and the Company.
- c) There are no representations or covenants, express or implied, other than those set forth herein.
- d) Recipient's rights under this Agreement may not be assigned or duties delegated without the Company's prior written consent and any attempted assignment without such consent shall be void.
- e) This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- f) Nothing contained herein shall create a joint venture between, or partnership among the parties.
- g) All Confidential Information disclosed by the Company to Recipient shall be and shall remain the Company's property, and nothing herein shall be construed as a license to make, use, license, sell or copy any inventions, ideas, trade secrets, trademarks, copyrightable works, or other intellectual property of the Company, whether or not disclosed hereunder.
- h) No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

**12. No Publicity.**

Recipient shall not publicly announce or disclose the existence of the Business Purpose or this Agreement, without the prior written consent of the Company. This provision shall survive the termination of the Agreement.

IN WITNESS WHEREOF, intending to be legally bound hereby, and upon due authorization, the parties have caused this Agreement to be executed as of the day and year first written above.

\_\_\_\_\_  
RECIPIENT  
By:\_\_\_\_\_

**For New Employee**

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

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

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



**ACM, LLC**

***Background Check Authorization***

I \_\_\_\_\_ have never been convicted of any crime.

**If we find that this is untrue you will be terminated immediately.**

**Please fill in the following as it gives A.B.M.C. authorization to run a background check.**

**Social security number** \_\_\_\_\_

**INS Number (if applicable)** \_\_\_\_\_

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

**Place of Birth** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_