

SHUTTERS BRASSERIE LLC
DBA "Shutters Brasserie"
Employment Application Form

PLEASE PRINT ALL INFORMATION REQUESTED EXCEPT SIGNATURE

Please mail completed application to:

2013 Elkins Way Suite A1
 Brentwood, CA 94513

Or hand deliver between the hour of 1pm to 4pm Wed thru Fri.

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)

Days/hours available to work
 No Pref _____ Thur _____
 Mon _____ Fri _____
 Tue _____ Sat _____
 Wed _____ Sun _____

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 convictions(s), how recently such offence(s) was/were committed, sentence(s) imposed and types(s) of rehabilitation.

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APPLICATION FOR EMPLOYMENT

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 To	Start 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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APPLICATION FOR EMPLOYMENT

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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 Shutters Brasserie LLC, (hereinafter called "Shutters Brasserie LLC"), 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 Shutters Brasserie LLC, 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 Shutters Brasserie LLC 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:** _____

Shutters Brasserie LLC 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 Shutters Brasserie LLC depends solely on your qualifications.

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

**SHUTTERS BRASSERIE LLC
DBA "Shutters Brasserie"**

Interviewer Confidentiality Agreement

This Agreement made as of the ____ day of _____, 20____, between Shutters Brasserie LLC ("Shutters Brasserie") and _____ (the "Interviewer").

1. *Confidential Information.* Shutters Brasserie LLC 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 Shutters Brasserie LLC. Confidential Information disclosed orally shall be identified as such within ten (10) days of disclosure. Nothing herein shall require Shutters Brasserie LLC to disclose any of its information.

2. *Interviewer's Obligations.* Interviewer agrees that the Confidential Information is to be considered confidential and proprietary to Shutters Brasserie LLC and Interviewer shall hold the same in confidence, shall not use the Confidential Information other than for the purposes of its business with Shutters Brasserie LLC, 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 Shutters Brasserie LLC to any other party whatsoever except with the specific prior written authorization of Shutters Brasserie LLC.

Confidential Information furnished in tangible form shall not be duplicated by Interviewer except for purposes of this Agreement. Upon the request of Shutters Brasserie LLC, 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 Shutters Brasserie LLC 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 Shutters Brasserie LLC 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 Shutters Brasserie LLC 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 Shutters Brasserie LLC.
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 **CALIFORNIA** 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, Shutters Brasserie LLC may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect Shutters Brasserie LLC 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 Shutters Brasserie LLC'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: _____

Firm: _____

Title: _____

Name _____

Firm: _____

Title: _____