

APPLICATION FOR EMPLOYMENT

Consideration will be given to applicants for all positions without regard to race, color, religion, gender, sexual orientation, disability, national origin, age, military or veteran status, or any other status protected under federal, state or local law.

DIGITAL LIZARD IS AN EQUAL OPPORTUNITY EMPLOYER

In order for your application to be properly evaluated, it is essential that you read the entire form before you begin filling it out and answer all questions carefully and completely, indicating "None" where applicable. This application must be completed in its entirety before any offer of employment will be considered. Answers should be typed, printed or carefully written in ink so that they are clear and readable.

If you need any type of assistance in completing this application, please let management know immediately.

Last Name First Name Middle Name

Address Number Street City State Zip Code

Telephone Number(s) Social Security Number

Position(s) Desired Desired Wage

Are you over age 18? Yes ___ No ___ If not, state your age _____

Have you ever been employed by or filed an application with Digital Lizard before? Yes ___ No ___

If yes, please list the date(s): _____

If related to anyone employed by Digital Lizard state name and department:

Are you currently employed? Yes ___ No ___

May we contact your present employer? Yes ___ No ___

Do you have the legal right to work in the United States?? Yes ___ No ___
(Proof of citizenship or immigration status will be required upon employment)

On what date are you available to start work? _____

Are you available to work: Full-time ___ Part Time ___ Temp. ___

Indicate the number of hours you would like to work per week: _____

Indicate shift or schedule preference: Day ___ Evening ___ Both ___

Are you available to work weekends? Yes ___ No ___ Are you available to work holidays? Yes ___ No ___

Do you have reliable transportation? Yes ___ No ___

Are you currently on "lay-off" status and subject to recall? Yes ____ No ____

Can you travel if a job requires it? Yes ____ No ____

Have you ever been convicted of, or plead "guilty" or "no contest" to, a crime (other than minor traffic violations), or are you awaiting trial for a crime? Answering "yes" will not necessarily disqualify an applicant from employment.

Yes ____ No ____

If yes, please explain:

Are you able to perform the essential functions of the jobs for which you are applying? Yes ____ No ____

If your answer is "no," please specify any reasonable accommodations that would allow you to perform the essential functions of the job.

Will you abide by Digital Lizard safety rules? Yes ____ No ____

Will you abide by Digital Lizard rules prohibiting unlawful harassment and discrimination? Yes ____ No ____

How did you learn about us? Advertisement ____ Friend ____ Walk-In ____
Employment Agency ____ Relative ____ Other ____

EDUCATION

Elementary and Middle School Names and Locations

Years Completed 1 2 3 4 5 6 7 8

High School Names and Locations

Years Completed 9 10 11 12

College/Undergraduate School Names and Locations

Years Completed 1 2 3 4

Diplomas/Degrees _____

Describe Courses of Study

Describe any specialized training, apprenticeships, skills or extra-curricular activities. _____

Have you ever had any job-related training in the United States Military? Yes ____ No ____

If yes, please describe:

Summarize special job-related skills and qualifications acquired from employment or other experience:

List professional, trade, business or civic activities and offices held. Membership information which would reveal sex, sexual orientation, race, religion, national origin, age, ancestry, disability or any other protected status may be excluded.

State any additional information you feel may be helpful to us in considering your application.

Indicate any foreign languages you can speak, read and/or write:

	FLUENT	GOOD	FAIR
SPEAK _____	_____	_____	_____
READ _____	_____	_____	_____
WRITE _____	_____	_____	_____

EMPLOYMENT EXPERIENCE

Start with your present or last job and list all employment for the last 10 years through the present. Explain all gaps in your employment, attaching additional sheets if necessary. **Including your resume with this application will not be considered satisfactory completion of this section.** Include any volunteer activities; volunteer organizations which indicate race, color, religion, gender, sexual orientation, national origin, disability or any other protected status may be excluded.

Employer	Dates Employed From _____ To _____	Description of Duties
Address	Hourly Rate/Salary Starting _____ Final _____	
Telephone Number(s)		
Job Title	Supervisor	
Reason for Leaving (check) Layoff Involuntary Termination Resignation Explain:		

Employer	Dates Employed From _____ To _____	Description of Duties
Address	Hourly Rate/Salary Starting _____ Final _____	
Telephone Number(s)		
Job Title	Supervisor	
Reason for Leaving (check) Layoff Involuntary Termination Resignation Explain:		

Employer	Dates Employed From To	Description of Duties
Address	Hourl Rate/Salary Starting Final	
Telephone Number(s)		
Job Title	Supervisor	
Reason for Leaving (check) Layoff Involuntary Termination Resignation Explain:		

Employer	Dates Employed From To	Description of Duties
Address	Hourl Rate/Salary Starting Final	
Telephone Number(s)		
Job Title	Supervisor	
Reason for Leaving (check) Layoff Involuntary Termination Resignation Explain:		

If you need additional space, please continue on a separate sheet of paper.

APPLICANT AGREEMENT/CERTIFICATION

I UNDERSTAND AND AGREE THAT:

- a. All statements made on this application are true to the best of my knowledge and belief. If I have omitted facts or made misrepresentations or false statements in my application or any attachments to my application, I understand it may result in refusal of employment or if employed, termination from employment.
- b. It is my understanding that Digital Lizard or its authorized designee will make a thorough investigation of my work, educational and personal history and may verify all data given in my application, related papers or oral interviews. I authorize such investigation and the giving and receiving of any information requested by Digital Lizard or its authorized designee. I release from liability any person or entity requesting, giving or receiving any such information.
- c. I understand and agree that any person authorized by Digital Lizard can at any time request that I submit to a search of my person or my property including, but not limited to, purses, packages in my possession, or any locker, desk or files that may be assigned to me. I understand that my refusal to submit to such a search may result in termination. I hereby waive all claims for damages related to or resulting from such examination.
- d. I further understand that Digital Lizard can change wages, benefits and/or working conditions at any time without regard to financial necessity. I further understand that I may be required to work overtime or on weekends.
- e. As a condition of employment, I understand that I am required to undergo and successfully pass a post job offer, pre-employment physical examination and/or blood, urine or hair test to determine if I am alcohol or drug free and physically fit for the job I am to perform. I also agree to fully cooperate with Digital Lizard and any other persons or entities which Digital Lizard may use in connection with such screening. I understand and agree that a designated representative of Digital Lizard may, in the Company's sole discretion, accompany me to the laboratory for testing. I authorize any physician, including my personal physician, to release any information to the Company which may be necessary to determine my ability to perform my assigned duties. I agree to hold Digital

Lizard and its current and former owners, agents, directors, officers, managers, affiliates, and other employees harmless from any and all liability in connection with this testing and relinquish all rights, claims and actions that I may now have or may have after execution of this consent, release and authorization arising out of the testing. I understand that my failure to give this consent, release and authorization to test me for drugs and alcohol, or my failure to fully cooperate in connection with such testing, is grounds for disciplinary action, up to and including termination.

f. Based upon compelling considerations including, without limitation, work product, overtime, safety, and loyalty considerations, Digital Lizard maintains a non-discriminatory employment rule excluding dual full-time employment candidates (and/or employees) from consideration. I certify that I am not so currently employed and will not be in the future.

g. I understand that Digital Lizard may, from time to time, establish rules, regulations, policies, and/or disciplinary procedures, some of which may be reduced to writing. In consideration of my employment, I agree to conform to all applicable rules, regulations, policies and/or disciplinary procedures of the Company and/or any department thereof. I understand that those rules, regulations, policies and/or disciplinary procedures are not intended by Digital Lizard to create an obligation of continued employment.

h. I UNDERSTAND THAT THIS DOCUMENT IS AN APPLICATION FOR EMPLOYMENT AND CONTINUED EMPLOYMENT IS NOT BEING OFFERED. **I UNDERSTAND AND AGREE THAT MY EMPLOYMENT, BOTH DURING AND AFTER ANY INTRODUCTORY OR ORIENTATION PERIOD, IS FOR AN INDEFINITE PERIOD, AND THAT NOTHING IN THIS APPLICATION OR ANY OTHER DIGITAL LIZARD DOCUMENT SHALL BE DEEMED TO CREATE ANY CONTRACT OF CONTINUED EMPLOYMENT BETWEEN ME AND DIGITAL LIZARD. I FURTHER UNDERSTAND THAT MY EMPLOYMENT CAN BE TERMINATED AT WILL AT ANY TIME BY MYSELF OR DIGITAL LIZARD FOR ANY OR NO CAUSE.** I UNDERSTAND THAT EMPLOYMENT BEYOND ANY INTRODUCTORY OR ORIENTATION PERIOD OR EMPLOYMENT FOR A NUMBER OF YEARS SHALL NOT RESULT IN ANY HEIGHTENED EXPECTATION OF CONTINUED EMPLOYMENT. I UNDERSTAND AND AGREE THAT ANY STATEMENTS TO THE CONTRARY, WHETHER ORAL OR WRITTEN, ARE EXPRESSLY DISAVOWED AND ARE NOT TO BE RELIED UPON BY ME. I FURTHER UNDERSTAND THAT NO REPRESENTATIVE OF THE COMPANY HAS ANY AUTHORITY TO ENTER INTO ANY AGREEMENT FOR EMPLOYMENT FOR ANY SPECIFIED PERIOD OF TIME OR TO MAKE ANY AGREEMENT CONTRARY TO THE FOREGOING EXCEPT IN A WRITTEN DOCUMENT SIGNED BY THE PRESIDENT OF DIGITAL LIZARD.

i. If I am employed in a classification governed by a collective bargaining agreement and if the collective bargaining agreement and the above terms and conditions conflict, the language of the collective bargaining agreement will control.

j. **Final and Binding Arbitration.** I agree that, subject only to the limited exceptions expressly stated in this paragraph, I will resolve any and all claims, disputes, or controversies arising out of or relating to my application or candidacy for employment, employment, and/or cessation of employment with Digital Lizard or any of its current or former affiliates, owners, officers, directors, managers, employees and agents, exclusively by final and binding arbitration before a neutral Arbitrator. I understand that, likewise, subject only to the limited exceptions expressly stated in this paragraph, any claim that Digital Lizard presently has, or may have in the future, against me shall be submitted to final and binding arbitration before a neutral arbitrator. By way of example only, such claims subject to arbitration include, but are not limited to, all claims, demands, or actions under the Age Discrimination in Employment Act, the Older Worker's Benefit Protection Act, Title VII of the Civil Rights Act of 1964 (as amended) , the Civil Rights Act of 1866, the Americans

with Disabilities Act, 42 U.S.C. 1981, the Family and Medical Leave Act, the Fair Labor Standards Act (as amended), the Uniformed Services Employment and Re-employment Rights Act (as amended), the Older Worker's Benefit Protection Act, the Post-Civil War

Reconstruction Acts, the Employee Polygraph Protection Act, the Equal Pay Act, the Occupational Safety and Health Act, NRS 613.310-613.430, Chapter 608 of the Nevada Revised Statutes, any other federal, state or local statute or regulation regarding employment discrimination or retaliation, wrongful termination of employment, the law of contract, the law of tort, and the common law of any state. I expressly understand and agree that I am forever and completely waiving my right to a jury or a judge trial of any of the claims referenced above. I understand and agree that this agreement to arbitrate does not apply to claims for unemployment or worker's compensation benefits or other governmental administrative claims, and claims for injunctive relief based on non-compete, confidentiality, non-solicitation, non-disparagement or other restrictive covenant agreements I may enter into with Digital Lizard.

APPLICANT CERTIFICATION: I certify that I have fully and completely read this application for employment, I understand its terms and consequences, and am agreeing to the terms stated herein. I certify that the statements and representations I have made on this application, and in any and all documentation I have submitted with this application, are true and correct.

Applicant's Signature _____

Date: _____

Witnessed By: _____

Date: _____

(Signature of Digital Lizard Representative)