

MEXICAN RESTAURANTS, INC. APPLICATION FOR EMPLOYMENT

PERSONAL INFORMATION (Complete all applicable information)

Concept applying at:

Name (Last, First, MI)			Email	
Home Phone #	Cell Phone #	Social Security # (optional)	Drivers License #	
Street Address	City	State	Zip	
If hired, can you present evidence of your legal right to work in the United States? yes ___ no ___			Are you at least 18 years old? ___yes ___no	
Are you currently employed? ___yes ___no	Ever applied with and/or worked for MRI concept? Casa Ole, Monterey, Tortuga, Crazy Jose, Mission Burritos ___yes ___no If yes, date? _____ reason for leaving?			
Have you ever been terminated from a job? If yes, explain: ___yes ___no		If hired, do you have a reliable means of transportation to and from work? ___yes ___no		
Ever been convicted of or pleaded guilty or nolo contendere to a criminal offense other than minor traffic violation in last 7 yrs? If yes, explain: ___yes ___no				

EMPLOYMENT DESIRED

Position(s) applying for:	Are you applying for: time ___Part-time ___Temporary	___Full- Date available to start?	Wages Desired:
Are you available to work all shifts? ___yes ___no Weekends ___yes ___no	Nights ___yes ___no	Why are you applying for work at MRI?	List any friends or relatives working for MRI.

EDUCATION, TRAINING AND EXPERIENCE

High School or GED	Address, City, State	No. of Years	Degree or Diploma	Did you Graduate? ___yes ___no
College/University	Address, City, State	No. of Years	Degree or Diploma	Did you Graduate? ___yes ___no
Vocational/Business	Address, City, State	No. of Years	Degree or Diploma	Did you Graduate? ___yes ___no
Do you have any other experience, training, qualifications or skills which you feel make you especially suited for the position? Explain:				

EMPLOYMENT HISTORY (Please list below your last 4 employers. Begin with the most recent employer.)

1) Company	Address, City, State	Phone #	From Mo/Yr	To Mo/Yr
Supervisor's name & title:	Your job title:	Earnings: Starting:	Earnings: Ending:	
Describe duties briefly:		Reason for leaving:		
2) Company	Address, City, State	Phone #	From Mo/Yr	To Mo/Yr
Supervisor's name & title:	Your job title:	Earnings: Starting:	Earnings: Ending:	
Describe duties briefly:		Reason for leaving:		
3) Company	Address, City, State	Phone #	From Mo/Yr	To Mo/Yr
Supervisor's name & title:	Your job title:	Earnings: Starting:	Earnings: Ending:	
Describe duties briefly:		Reason for leaving:		
4) Company	Address, City, State	Phone #	From Mo/Yr	To Mo/Yr
Supervisor's name & title:	Your job title:	Earnings: Starting:	Earnings: Ending:	
Describe duties briefly:		Reason for leaving:		

*May we contact the employers listed above ___yes ___no If no, tell us which one(s) you do not wish us to contact.

MEXICAN RESTAURANTS, INC.

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

Mexican Restaurants, Inc. does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, veteran status or status with any other group protected by federal, state or local laws.

DRUG-FREE WORKPLACE

Mexican Restaurants, Inc. is committed to maintaining a drug-free workplace. Applicants and employees of Mexican Restaurants, Inc. may be subjected to periodic or random drug tests that are in compliance with federal and state laws.

AUTHORIZATION

PLEASE READ THE FOLLOWING CAREFULLY, INITIAL EACH PARAGRAPH, AND THEN SIGN BELOW.
PLEASE COMPLETE AND SIGN ANY SEPARATE DOCUMENTS WHICH MAY BE ATTACHED.

PERSONALLY COMPLETED FORM HONESTLY AND ACCURATELY

INITIALS

By my signature below, I promise that I have personally completed this application. I declare under penalty of perjury that the information provided in this employment application (and accompanying resume, if any) is true and complete, and I understand that any false information or omissions may disqualify me from further consideration for employment, and may be justification for my dismissal from employment if discovered at a later date. I understand that any job offer will be conditional based on the satisfactory review of my qualifications including any and all background or drug screening which may be required.

AUTHORIZATION TO OBTAIN INFORMATION

INITIALS

I voluntarily and knowingly authorize any present or past employer; supervisor; administrator; educational institution; law enforcement agency; state, local, or federal agency; private business; military branch; personal reference; and/or other persons; to give records or information they may have concerning my criminal history, educational history, employment (including character, earnings history and reasons for termination) or any other information requested by Mexican Restaurants, Inc. to determine my eligibility for employment.

RELEASE

INITIALS

I voluntarily waive all recourse and release any company, individual or organization from liability for complying with any request from Mexican Restaurants, Inc. or agents of Mexican Restaurants, Inc. To obtain any information from any source whatsoever relating to my application for employment. I further release Mexican Restaurants, Inc. or any individual within Mexican Restaurants, Inc. regarding the use of any information received which may have bearing on my application for employment. Upon termination of my employment for whatever reason, I release this company from all liability for supplying any information concerning my employment to any potential employer.

COMPLIANCE WITH RULES

INITIALS

If I become employed, I agree to comply with the rules, regulations, policies and procedures of Mexican Restaurants, Inc.

AGREEMENT FOR ARBITRATION

INITIALS

By signing my application for employment, I agree that, in return for and as a condition of having my application for employment considered by Mexican Restaurants, Inc., that any dispute or claim that may arise between me and Mexican Restaurants, Inc., or its employees related to my application (including any decision not to employ me) or my employment (if I am hired) shall be subject to arbitration pursuant to Mexican Restaurants, Inc.'s dispute resolution policy. I understand that arbitration requires that any dispute that is not resolved by voluntary agreement must be submitted to arbitration for final determination and that I am waiving my right to bring a lawsuit and a jury trial with regard to any dispute. I also understand that arbitration is for the purpose of resolving disputes between me and the Company. As such, class actions and collective actions are not permissible under this Agreement, unless agreed upon by the Company and me in writing or as provided by law. For purposes of this agreement to arbitrate, arbitration shall be conducted before a neutral arbitrator agreed upon by the parties, independent from any organization and such an arbitration shall be conducted under the American Arbitration Association ("AAA") National Rules for the Resolution of Employment Disputes, unless the Parties agree to use other rules or procedures. I also understand that I may receive printed materials describing the dispute resolution policy of Mexican Restaurants, Inc. in detail by requesting it from Mexican Restaurants, Inc. If any of the foregoing terms of this Agreement to arbitrate are determined to be in violation of any law, rule or regulation or otherwise unenforceable, that determination shall not affect any of the remaining clauses of this agreement for arbitration.

AT-WILL EMPLOYMENT

INITIALS

I understand and agree that nothing contained in this application, or conveyed during any interview which may be granted, or during my employment if hired, is intended to alter the at-will employment relationship with Mexican Restaurants, Inc. and I understand that, if I am hired, I can be terminated at any time, for any reason.

I certify that all of the information provided by me on this Application is true and accurate and that I have read this Application for Employment above carefully and have been given the opportunity to consider the terms and effect on me. By my signature below, I voluntarily agree to be bound by the terms and conditions of this Application for Employment including but not limited to the Agreement to Arbitration.

Signature: _____

Print Name: _____

Date: _____



Background Check Release Form: Disclosure and Consent

Mexican Restaurants, Inc. may obtain information about you for employment purposes from a third party consumer reporting agency. Thus, you may be the subject of a “consumer report” and/or an “investigative consumer report” which may include information about your character, general reputation, personal characteristics, and/or mode of living, and which can involve personal interviews with sources such as your neighbors, friends, supervisors, or associates. These reports may contain information regarding your credit history, criminal history, social security verification, motor vehicle records (“driving records”), verification of your education or employment history, or other background checks. Further, you understand that information may be requested from various Federal, State, County and other agencies that maintain records concerning your past activities relating to your driving, criminal, civil, education, credit, and other experiences. Credit history will only be requested where such information is substantially related to the duties and responsibilities of the position for which you are applying.

You have the right, upon written request made within a reasonable period of time after receipt of this notice, to request whether a consumer report has been conducted about you, disclosure of the nature and scope of any investigative consumer report, and to request a copy of your report. Please be advised that the nature and scope of the most common form of investigative consumer report obtained with regard to applicants for employment is an investigation into your employment and/or education history. The scope of this notice and authorization is all-encompassing, however, allowing the Company to obtain consumer reports and investigative consumer reports now and throughout the course of your employment to the extent permitted by law, unless you otherwise revoke your consent by providing written notification to Company. As a result, you should carefully consider whether to exercise your right to request disclosure of the nature and scope of any investigative consumer report.

The consumer and/or investigative consumer report(s) will be obtained from:
Employment Screening Services, 2500 Southlake Park, Birmingham, AL 35244 or www.@es2.com

I acknowledge receipt of the DISCLOSURE REGARDING CONSUMER AND/OR INVESTIGATIVE REPORT and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify that I have read and understand both of those documents. I hereby authorize the obtaining of “consumer reports” and/or “investigative consumer reports” by the Company at any time after receipt of this authorization and throughout my employment, if applicable. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, local, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested by Employment Screening Services, on behalf of Mexican Restaurants, Inc.

Name: _____

Maiden Name (or other names known by): _____

Social Security #: _____ Date of Birth: ____/____/____

Email: _____ Phone #: _____

Driver License Number for Management Positions Only: _____ State: _____

Current Address: (Physical) _____

City: _____ State: _____ Zip: _____

Have you lived in a country other than the U.S. in the last seven (7) years? Yes No

Applicant Signature: _____ Date: _____

Position: Management New Hire Promotion into Management (Hourly/AM)
(CHECK ONE) New Hire (that checked YES on application) New Hire or Promoted Bartender

Store # _____ **Manager Signature:** _____

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.

- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:

- a person has taken adverse action against you because of information in your credit report;
- you are the victim of identify theft and place a fraud alert in your file;
- your file contains inaccurate information as a result of fraud;
- you are on public assistance;
- you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.

- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.