

# BIN 604 wine sellers

As an equal opportunity Company, it is the policy of WineCo, LLC, (the "Company") to treat all employees and applicants for employment equally without regard to race, religion, color, age, sex, sexual orientation, national origin, disability, marital status, veteran status or any other characteristic protected by federal, state or local law.

Part I – Personal Information			
Position(s) applied for:		Date:	
Name:			
Address:		City:	State: Zip:
Telephone/Home:	Other/Cell:	E-mail:	
Type of employment desired (circle one): Full-time    Part-time	Date available to begin:	How were you referred to us?	
Are you legally eligible for employment in the U.S.? Yes    No	If you are under age 18, can you furnish a work permit? Yes    No		
Are you able to meet attendance requirements for the position? (night/weekends, short notice over time, holidays) Yes    No	First Language:		
Have you been convicted of a crime in the last seven (7) years?    Yes    No If yes, please explain (Conviction will not necessarily be a bar to employment but it will be considered in relation to the position for which you are applying.)			
Part II – Employment History (Please start with most recent employer, incomplete references will be disregarded)			
From:	To:	Hourly Rate / Salary:	
Employer:		Telephone:	
Address:			
Position:		Immediate Supervisor and Title:	
Nature of work & responsibilities:			
Reason for leaving:			
From:	To:	Hourly Rate / Salary:	
Employer:		Telephone:	
Address:			
Position:		Immediate Supervisor and Title:	
Nature of work & responsibilities:			
Reason for leaving:			

**Part II – Employment History (continued)**

<b>From:</b>	<b>To:</b>	<b>Hourly Rate / Salary:</b>
<b>Employer:</b>		<b>Telephone:</b>
<b>Address:</b>		
<b>Position:</b>		<b>Immediate Supervisor and Title:</b>
<b>Nature of work &amp; responsibilities:</b>		
<b>Reason for leaving:</b>		

<b>From:</b>	<b>To:</b>	<b>Hourly Rate / Salary:</b>
<b>Employer:</b>		<b>Telephone:</b>
<b>Address:</b>		
<b>Position:</b>		<b>Immediate Supervisor and Title:</b>
<b>Nature of work &amp; responsibilities:</b>		
<b>Reason for leaving:</b>		

**Part III – Skills, Qualifications & Interests**

Summarize any training, skills, licenses, interests and/or certificates that may qualify you as being able to perform job-related functions in the position for which you are applying:

**Part IV – Professional & Personal References**

Name	Telephone	Years Known	Relationship

**Part V – Educational Background**

	Name & Location	Graduated?	Course of Study
High School:			
College/Post-Graduate:			

**Terms and Conditions**

1. I understand and agree that if I am employed by the Company, any misrepresentation or material omission made by me on this application will be sufficient cause for cancellation of this application or immediate discharge from the Company's service, whenever it is discovered.
2. I hereby give the Company the right to contact and obtain information from all my references, prior employers and educational institutions and to otherwise verify the accuracy of the information contained in this application. I hereby release the Company, and the Company's agents and representatives, from all liability for seeking, gathering, obtaining and using such information, and I hereby further release from liability all other persons and entities which have furnished such information.
3. This application for employment by the Company shall remain current for 60 days. If, at the end of such 60-day period, I have not been employed by the Company, and I still wish to be considered for employment, I understand and agree that it will be necessary for me to fill out a new application.
4. I understand and agree that any employment I might be offered by the Company would be an **AT WILL EMPLOYMENT ONLY**, of indefinite duration, that both the Company and I would have the right to terminate my employment at any time with or without notice and for any reason or for no reason and that no agreement to the contrary shall be valid or binding on or enforceable against the Company unless made in writing and signed by the President of the Company.
5. **I UNDERSTAND AND AGREE THAT, AS AN EXPRESS CONDITION OF THE COMPANY'S CONSIDERATION OF THIS APPLICATION AND TO ANY EMPLOYMENT OF ME BY THE COMPANY, THE COMPANY AND I AGREE TO SUBMIT ANY AND ALL CLAIMS, DISPUTES AND CONTROVERSIES, WHETHER BASED ON CONTRACT, TORT, STATUTE, ORDINANCE OR REGULATION, DIRECTLY OR INDIRECTLY RELATED TO, ARISING OUT OF OR IN CONNECTION WITH THIS APPLICATION AND/OR MY EMPLOYMENT BY OR WITH THE COMPANY, OR THE TERMINATION OF SUCH EMPLOYMENT, TO BINDING ARBITRATION PURSUANT TO THE COMPANY'S DISPUTE RESOLUTION POLICIES AND PROCEDURES (THAT ARE INCLUDED WITH THIS APPLICATION AS ATTACHMENT A, AND THAT I ACKNOWLEDGE I HAVE READ), AND THAT ALL SUCH CLAIMS AND DISPUTES SHALL BE RESOLVED BY ARBITRATION AS MY SOLE AND EXCLUSIVE REMEDY.** I also understand that each section and subsection of the Company's Dispute Resolution Policies and Procedures is intended as a separate and divisible covenant, and if for any reason any one is held to be invalid or unenforceable, neither the validity nor the enforceability of the others shall be affected. I understand and agree that to the extent that any provision or portion of the Company's Dispute Resolution Policies and Procedures shall be held, found or deemed to be unreasonable, unlawful or unenforceable by a court of competent jurisdiction, then any such provision or portion thereof shall be deemed to be modified to the extent necessary in order that any such provision or portion thereof shall be legally enforceable, to the fullest extent permitted by applicable law; and the Company and I hereto do further agree that any court of competent jurisdiction shall, and the Company and I hereto do hereby expressly authorize, request and empower any court of competent jurisdiction to, enforce any such provision or portion thereof or to modify any such provision or portion thereof in order that any such provision or portion thereof shall be enforced by such court to the fullest extent permitted by applicable law.
6. If I am employed by the Company, I agree to read and abide by the Employee Handbook (the "Company Handbook"). I understand and agree that none of the Company's practices or policies set forth in the Company's Handbook are intended to create an express or implied contractual right to any benefit or other term of condition of employment, and that all of such practices and policies are subject to change or elimination at any time by the Company.
7. I consent and agree to take any physical examinations, including, but not limited to, blood, urine, breath or other examinations or tests for alcohol, drugs or other substance use, ("Examinations") that may be required by the Company in connection with the processing of my application for employment. If I am employed by the Company, I further consent and agree to take any such Examinations that may be requested by the Company without notice. I consent and agree that all Examinations will be performed by a health care professional designated by the Company.
8. I understand and agree that if I am employed by the Company, I will be required to provide proof of identity and legal work authorization.

I represent and warrant to the Company that I have read and fully understand the foregoing Terms and Conditions and seek employment under, and subject to, the foregoing Terms and Conditions.

Signature of Applicant: \_\_\_\_\_  
Printed Name of Applicant: \_\_\_\_\_  
Date of Application: \_\_\_\_\_

**"UNDER MARYLAND LAW, A COMPANY 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 OR SIMILAR TEST. AN COMPANY WHO VIOLATES THIS LAW IS GUILTY OF A MISDEMEANOR AND SUBJECT TO A FINE NOT EXCEEDING \$100."**

\_\_\_\_\_  
Signature of Applicant

I have received, read, and understand this page.  
\_\_\_\_\_ (Initials)

## The Company's Dispute Resolution Policies and Procedures

Any and all claims, disputes and controversies, whether based on contract, tort, statute, ordinance or regulation (a "claim"), directly or indirectly relating to, arising out of or in connection with Employee's employment by or with WineCo, LLC, (the "Company"), or the termination of such employment, shall be resolved by binding arbitration in Baltimore City, Maryland. Employee and the Company agree that this policy covers any claims in which the Company is sought to be held vicariously or indirectly liable on account of any person or entity affiliated with the Company, or in which the Employee's adversary is subject to the Company's Dispute and Resolution Policies and Procedures and the dispute relates to the Employee's employment by or with the Company or the termination of that employment. Employee and the Company further agree that the Company may alter or terminate the Company's Dispute Resolution Policies and Procedures on December 31<sup>st</sup> of any year upon giving 30 calendar days written notice to Employee, provided that all claims arising before alteration or termination shall be subject to the policy and procedure in effect at the time the party asserting the claim gives written notice of the claim, pursuant to paragraph 1 set forth below. Notice of any alteration or termination of the Company's Dispute Resolution Policies and Procedures may be given by posting a written notice by December 1 of each year at the company's property. In addition, a copy of the text of any modification to the Company's Dispute Resolution Policies and Procedures will be given to the Employee.

1. Employee and the Company agree that the party asserting the claim (the "Aggrieved Party") must give written notice of any claim, that shall describe in reasonable detail the claim and the factual basis thereof, to the other party within one year of the date the Aggrieved Party first obtained knowledge of the act, matter, thing or event giving rise to the claim, or the claim shall be forever barred; provided, however, that in the event that there is a federal or state statute of limitations specifically applicable to the claim and that, by the terms of such statute or applicable law, cannot be reduced by agreement to such one year period, then such federal or state statute of limitations shall prevail, govern and control.

2. There shall be a single arbitrator, who shall be a retired member of the federal judiciary who sat on any federal court located in the Fourth Circuit or a retired member of the judiciary of the State of Maryland, in each case with expertise in deciding employment disputes. The parties shall jointly designate the arbitrator to hear the dispute, or, if the parties are unable to jointly select an arbitrator, each party shall appoint an individual with the above qualifications, who then will jointly select another individual with the above qualifications to serve as the arbitrator. The arbitrator shall determine the rights and remedies and the obligations and duties of the parties according to the substantive and procedural laws of the United States of America and/or the State of Maryland.

3. Each party may be represented in the arbitration by an attorney selected by the party. The Employee shall pay the higher of \$500 or 3% of the employee's most recent annual compensation at the Company towards the cost of the arbitrator, and the Company will pay the remaining the cost of the arbitrator. Each party shall pay its own attorneys' and experts' fees and costs and all other costs and expenses incurred by the party as a result of the arbitration. The parties to the arbitration proceeding shall have the right to engage in pre-hearing exchanges of information, discovery and pre-trial motions, as if and to the same extent as allowed under the Maryland Rules of Civil Procedure. All issues regarding exchange of information and discovery shall be decided by the arbitrator. The arbitration hearing shall be conducted by the arbitrator in whatever manner the arbitrator feels will most expeditiously permit presentation of the evidence and arguments of the parties.

4. The arbitrator shall have the authority to award any remedy or grant any relief that a Federal court sitting in the State of Maryland or a Circuit Court of the State of Maryland could order or grant. The parties and the arbitrator shall maintain the confidentiality of the arbitration proceedings.

5. The arbitration award shall be rendered within 60 days from the date of the conclusion of testimony in the proceeding and shall be in the form of a reasoned written opinion (the "Opinion"). The Opinion shall find the facts of the proceeding, make conclusions of law based on such factual findings and determine the rights and remedies and the obligations and duties of the parties based thereon. Judgment upon the award may be rendered in any court of competent jurisdiction, subject to review as set forth in paragraph 6, below.

6. The arbitration award and the Opinion shall be reviewable at the request of any party by a reviewing arbitrator with the same qualifications as those set forth in paragraph 1, above, selected in accordance with the procedure set forth above, to the same extent, and as if, the arbitration award were first rendered by a Circuit Court (sitting without a jury) in the State of Maryland. A party requesting review of the Opinion must give written notice to the other party within thirty (30) days of the date of the Opinion. The reviewing arbitrator shall schedule the dates for the filing of briefs and reply briefs, if any, and the date of oral argument. The parties shall share equally the cost of the reviewing arbitrator. Each party shall pay its own attorneys' and experts' fees and costs and all other costs and expenses incurred by the party as a result of the reviewing arbitration. The reviewing arbitration award shall be rendered within 60 days from the date of the date of oral argument and shall be in the form of a reasoned written opinion, that shall be final, conclusive and binding on the parties, and judgment upon the reviewing arbitration award may be rendered in any court of competent jurisdiction.

I have received, read, and understand this page.  
\_\_\_\_\_ (Initials)

Attachment A to Application for Employment  
and At-Will Employment Agreement