



Application for Employment

Pre-Employment Questionnaire

Equal Opportunity Employer

Note: The way you complete this application is important to us for it will indicate how well you follow instructions and comply with regulations. Accordingly, be careful to supply the exact information requested. Please note applications will be retained for only 30 days. Only applications on our form, individually submitted will be accepted.

Personal Information

Date: _____
Legal Name: _____ Social Security Number: _____
Present Address: _____ City/State/Zip: _____
Mailing Address: _____ City/State/Zip: _____
Phone Number _____ Referred By: _____

Employment Desired

Position Desired: _____ Date you can start: _____ Wage Rate Desired: _____
Are you employed? Yes No If yes, may we inquire of your present employer? Yes No
Ever applied to this company before? Yes No Where? _____ When? _____

Education

Name of High School: _____ Dates Attended: _____ Did you Graduate? _____ Major: _____
Address: _____ City, State, Zip: _____
Name of College: _____ Dates Attended: _____ Did you Graduate? _____ Major: _____
Address: _____ City, State, Zip: _____
Other Education: _____ Dates Attended: _____ Did you Graduate? _____ Major: _____
Address: _____ City, State, Zip: _____

General Information

Subjects of special study or special training/skills: _____
US Military: _____ Rank: _____ Date and Type of Discharge: _____

Employment History

Please list last four employers, starting with most recent first. (Explain any gaps in employment)

Dates	Name, Address, Phone	Wage	Position	Reason for Leaving

Gaps: _____

References

Give the names of three persons not related to you, whom you have known at least one year. One reference must be a manager or supervisor with a former employer.

Name	Address and Phone Number	Relationship	Years Known

Authorization

"I certify that the facts contained in this application are true and complete to the best of my knowledge, and understand that, if employed, falsified statements on this application shall be grounds for dismissal.

I authorize investigation of all statements contained herein and the references and employers listed above to give you any and all information concerning my previous employment and any pertinent information they may have, personal, or otherwise, and release the company from all liability for any damage that may result from utilization of such information.

I also understand and agree 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, unless it is in writing and signed by an authorized company representative."

Signature

Date

Terms

1. Only fully completed applications for employment at Nextech will be considered.
2. Your application, once submitted, will be reviewed and those applicants we wish to interview further will be called for an interview.
3. All offers of employment are contingent upon the applicant taking and successfully passing a drug test.

Nextech Service Company is an equal opportunity employer that expects its employees to treat each other and all supervisors and managers with courtesy and respect. Complaints or concerns about your job or what is required of you will be discussed only after completion of your day's work.



EMPLOYMENT AGREEMENT

THIS AGREEMENT is made on this _____ day of _____, 20____, by and between Nextech Service Company (hereinafter “Company”) and _____, (hereinafter “Employee”).

WHEREAS, the Company is in the business of HVACR repair and change out, and as such devotes both time and money educating and teaching employees certain techniques, trade secrets and sharing other confidential information set forth below in Paragraph 2b, all of which allow the Company to uniquely serve its clients, including but not limited to, maintaining and servicing of HVAC systems.

WHEREAS, the Employee acknowledges the proprietary nature of the instruction shared by the Company and wishes to obtain the training necessary to perform such services on behalf of the Company;

NOW THEREFORE, in consideration of mutual promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Extent of Services**

Employee shall devote full time, attention and energies to the business of Company during normal business hours. Employees shall not, during the term of this Agreement, (i) perform any service that is provided by the Company for economic consideration except in the course of Employee’s employment with Company, or (ii) be engaged in any other business activity, whether or not such business activity is pursued for monetary gain or profit.

2. **Disclosure of Information**

- (a) Employee acknowledges that Employee shall be making use of, acquiring or adding to Confidential Information maintained by Company for its exclusive use (as defined in Paragraph 2(b) below). Employee recognizes and acknowledges that Company’s Confidential Information represents valuable, special and unique assets of Company’s business, access to and knowledge of which are essential to the duties of Employee hereunder. Employee will not, during the period of employment under this agreement of for a period of two (2) years after the period of employment, in whole or in part, disclose Confidential Information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever without Company’s written consent, nor shall Employee make use of any such Confidential Information for Employee’s own purposes or for the benefit of any person, firm, corporation or other entity under any circumstances, during the period of employment under this Agreement or for a period of two (2) years after period of employment.
- (b) For purposes of this Agreement, “Confidential Information” shall mean all information and material relating to Company, its Clients, its suppliers, or others with whom it does business of or to which Employee may obtain knowledge or access through or as a result of Employee’s relationship with Company or access to Company’s premises, products, or clients, including, without limitation, information and material that (i) is proprietary to Company, (ii) is designated as Confidential Information by Company, or (iii) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, or by other persons who can obtain economic value from its disclosure or use. Confidential information includes, but is not

limited to, the following types of information and other information of a similar nature (whether or not reduced to writing); trade secret information, discoveries, ideas, concepts, software in various stages of development, techniques, models, data, documentation, diagrams, flow charts, research, development, processes, procedures, "know-how", marketing techniques and materials, marketing and development plans, development plans, price lists, pricing policies, names, addresses and telephone numbers of all Clients of Company, information and records concerning Client assets, debts, purchases, sales, financial data. Employee and Company also agree that, although some or all of the above information may be listed in telephone or other public directories, the difficulty of compiling and obtaining a select list of Clients of Company's financial products and services warrants its confidentiality. Confidential Information also includes any information described above which Company obtains from another party, and which Company treats as proprietary or designates as Confidential Information, whether or not owned or developed by Company.

- (c) For purposes of the Paragraph 2, the phrase "Company" shall include Company and its affiliates.
- (d) For purposes of this Agreement, "Client" shall include all of the Company's existing customers, as well as, all actively sought prospective customers of the Company.

3. **Non-Solicitation**

Notwithstanding the provisions of paragraph 2(a)-(d), during the period of employment and for a period of two (2) years following the termination of the Employee's employment with the Company, whether voluntary, involuntary, or for any reason, Employee will not directly or indirectly:

- (a) call upon or accept offers, solicitations, in writing or verbally, from any of the Clients of Company or its affiliates in the operating territories of the Company, for the purpose of soliciting or providing any product or service similar to that provided by Company (except on behalf of Company); or
- (b) conclude or accept a solicitation to conclude any sale to the Clients of Company or its affiliates in the territories identified in Subparagraph 3(a) of any product or service similar to that provided by Company (except on behalf of Company); or
- (c) disrupt, damage, impair or interfere with the business of Company or its affiliates, whether by way of interfering, soliciting or accepting solicitations, or agreeing to have contact with employees, agents, representatives or vendors or otherwise; or
- (d) influence or attempt to influence any of the Clients, vendors, independent contractors or agents of Company to stop doing business with Company, whether initiated by Employee or initiated by a Client, vendor or independent contractor; or
- (e) hire, solicit, recruit, or in any manner attempt to influence or induce any employee or agent of Company or its affiliate to leave Company or its affiliates; whether initiated by Employee or initiated by a Client, vendor or independent contractor; or
- (f) engage in any conduct or activity that would adversely affect the reputation or standing of Company or its affiliates.

4. **Injunctive Relief**

(a) Employee agrees that:

1. Any violation of the provisions of Sections 1, 2, or 3 above of this Agreement will result in damage to Company for which Company has no adequate remedy at law; and
2. Company has the specific right to enforce such provisions; and
3. Company has the right to obtain injunctive relief to prevent or restrain Employee from breaching such provisions or to enforce such provisions.

(b) In addition to the foregoing provisions of this Section 4 and any other remedies that may be available at law or in equity, in the event of a breach by Employee of the covenants set forth in Section 3 paragraphs (a) through (f), or under Section 3 paragraphs (a) through (d), to liquidated damages in an amount equal to the gross revenue of Company in the 12 months preceding the date of such breach by Employee.

(c) Any amount owed or payable to Employee at or after termination of Employee's employment, whether voluntary, involuntary or otherwise, by Company shall, at Company's option, be offset by any amounts owing to Company pursuant to Section 4.

5. **Fees and Expenses**

In the event of any dispute between the parties hereto with respect to any of the terms or provisions of this Agreement, the non-prevailing party shall pay or reimburse the prevailing party for all reasonable attorney's fees, costs and expenses incurred.

6. **Breach, Waiver of Breach**

- (a) The waiver by Company of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of any subsequent breach by Employee.
- (b) Any breach of the Agreement shall automatically toll and suspend the period of restraint for amount of time that the violation continues, provided Company seeks enforcement promptly after discovery.

7. **Law to Govern**

This Agreement shall be considered as entered into and governed by and construed and enforced in accordance with the laws of the State of Florida and Employee consents to venue in Brevard County, Florida.

8. **Amendment**

No amendment, modification or waiver of this Agreement of any of its provisions shall be binding upon either party, unless made in writing and signed by all parties.

9. **Validity**

In the event that a court of competent jurisdiction determines that any of the covenants set forth in this Agreement are invalid or unenforceable for any reason, such court shall amend the provision to the extent as is necessary to make the provision valid and enforceable (for example, by reducing the duration or geographic scope of the non-competition covenant), it being the intention of the parties that such provision be enforced to the maximum extent permitted by law.

10. **Prior Understandings Superseded**

This Agreement supersedes all prior agreements and understandings, oral and written, of the parties hereto with respect to the employment of Employee by Company.

o/b/o Nextech Service Company

Title

Employee Signature

Employee Name – Please Print

Date

EMPLOYMENT RELEASE AUTHORIZATION

Applicant Please Complete the Following:

- I. In connection with my application for employment, I understand that an investigative consumer report may be requested. It will include information as to my character, work habits, performance, and experience, along with reasons for termination of past employment. I understand that as directed by company policy and consistent with the job described, you may be requesting information from public and private sources about my worker's compensation injuries, driving record, court record, education, credentials, credit and references.
- II. Medical and worker's compensation information will only be requested in compliance with the Federal Americans with Disabilities Act (ADA) and/or any other applicable state laws. According to the Fair Credit Reporting Act, I am entitled to know if employment is denied because of information obtained by my prospective employer from a consumer-reporting agency. If so I will be notified and given the name and address of the agency or the source that provided the information.
- III. I acknowledge that a telephonic facsimile (fax) or photographic copy shall be as valid as the original. This release is valid for most federal, state and county agencies including the Minnesota Department of Labor.
- IV. I also understand a Motor Vehicle Record may be requested to determine employment eligibility if my position requires me to drive a company vehicle. In accordance with the Fair Credit Reporting Act, I have been informed that a Motor Vehicle Record will be periodically obtained on me for continued employment purposes.

The following information is required by law enforcement agencies and other entities for positive identification purposes when checking public records. It is confidential and will not be used for any other purposes.

Please Print Full Name	Last	First	Middle
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Please print other names you have used

Home Address	City	State, Zip Code
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Social Security Number

Date of Birth

Sex: Male Female

Race: Asian Black Hispanic White Other

Driver License Number

State Issuing License

Name as it appears on license

Signature

Date

EMPLOYMENT RELEASE AUTHORIZATION (Cont'd.)

Employer Please Complete the Following:

Customer Number: _____ Company Name: _____
Phone Number: _____ Fax Number: _____
Requester Name: _____ Requester ID (is used): _____

Employer Complete the Following *Only* if Ordering by Fax:

DELIVER MY REPORTS VIA: Fax Mail Modem

PLEASE CHOOSE FROM THE FOLLOWING REPORTS:

- FIRSTCHECK**
- WORKERS' COMPENSATION HISTORY**
Employer certifies that a conditional job offer has been made. _____
List State(s)
- STATEWIDE CRIMINAL HISTORY (where available)**
 Check to order same report for other names used _____
List State(s)
- COUNTY CRIMINAL HISTORY (Select any US counties)** Check to order same report for other names used
 Felony (default) **Misdemeanor (where available for additional charge)**

City State County (if known)
 Felony (default) **Misdemeanor (where available for additional charge)**

City State County (if known)
- CIVIL COURT RECORD (Select any US Counties)**
 Check to order same report for other names used

City State County (if known)

City State County (if known)
- FEDERAL COURT RECORD** **Federal Criminal** **Federal Bankruptcy** **Federal Civil**
 Check to order same report for other names used

City State County (if known)
- DRIVING RECORD**
- CREDIT LINK (for employment purposes only)** Specify bureau(s) **Trans Union (default)** **TRW** **Equifax**
- NAME LINK IDENTITY CHECK (for employment purposes only)**
- REFERENCE CHECK (Reference information, including city and state, is required on a separate sheet)**
 Basic Work Reference **Narrative Work Reference**
 Standard Work Reference **Personal Reference**
- EDUCATION AND CREDENTIAL CONFIRMATION**
(School/Institution information, including city and state, is required on a separate paper)

INSURABILITY RELEASE AUTHORIZATION

I understand that Nextech will request a Motor Vehicle Record to determine my insurability if my position requires that me to drive a company vehicle. In accordance with the Fair Credit Reporting Act, I have been informed that a Motor Vehicle Record will be periodically obtained on me for continued insurability purposes.

I acknowledge the receipt of the above disclosure and authorize my employer or its designated agent to obtain a Motor Vehicle Record report. This authorization is valid as long as I am an employee or employee candidate and may only be rescinded in writing.

Name (Please Print)

Driver License Number

Signature

Date