

Application for Employment

Position You Are Applying For _____

Desired Salary _____

Date Available for Work: _____

PERSONAL INFORMATION

Last Name		First Name	Middle
Address		City	State Zip
Home Phone: _____	Cell Phone: _____	Email address: _____	
Social Security Number: _____			
Are you a U.S. Citizen? [] Yes [] No			
Have you ever been convicted of a felony? [] Yes [] No			
If selected for employment are you willing to submit to a pre-employment drug screening test? [] Yes [] No			

EDUCATION

School Name	Location	Years Attended	Degree Received	Major

Other training, certifications or licenses held: _____

EMPLOYMENT

Employer: _____	Dates Employed: _____
Work Phone: _____	Pay Rate: \$ _____ to _____
Address: _____	
City: _____	State: _____ Zip: _____
Position: _____	
Duties Performed: _____	
Supervisors Name and Title: _____	
Reason for leaving: _____	
May we contact them? [] Yes [] No	

REFERENCES

Name	Title	Company	Phone

Acknowledgement and Authorization

- ☐ I certify that all answers given herein are true and complete to the best of my knowledge.
- ☐ I authorize investigation of all statements contained in this application for employment as may be necessary in arriving at an employment decision.
- ☐ In the event of employment, I understand that false or misleading information given in my application or interview(s) may result in discharge.

Signature of Applicant _____ Date _____

Mims Janitorial, LLC
604 Daybrite Dr. Tupelo, MS 38801 (662)205-4415

AT-WILL EMPLOYMENT AGREEMENT

This is an At-Will Employment Agreement ("Agreement") between _____ ("Employer") and _____ ("Employee"), collectively referred to as "the parties." In consideration of the mutual promises set forth herein, the parties agree as follows:

- 1. Title and Salary.** Employer will employ Employee as a home inspector and pay Employee a gross salary/wage of _____. There are no other job benefits unless set forth herein in writing. Employer makes no promises regarding the number of hours it will ask Employee to work in any given time period; Employee understands that the number of hours may vary with the needs of Employer.
- 2. Policy Manual and "at will" Status.** This is an "At Will" employment agreement. Nothing in Employer's policies, actions, or this document shall be construed to alter the "At Will" nature of Employee's status with Employer, and Employee understands that Employer may terminate his/her employment at any time for any reason or for no reason, provided it is not terminated in violation of state or federal law.
- 3. Non-Competition Agreement.** In consideration of the training to be provided by Employer to the Employee, Employee will not, either during employment with Employer or for a period of two years thereafter, directly or indirectly, for himself/herself or any third party, accept employment or engage in any business or activity which is directly or indirectly in competition with Employer. Employee will not solicit any current customer or potential customer of Employer identified during the course of employment with Employer, or otherwise divert or attempt to divert any existing business of Employer. Employee will not, either during employment with Employer or for a period of two years thereafter, either directly or indirectly, for Employee or any third party, solicit, induce, recruit, or cause another person in the employ of Employer to terminate his/her employment for the purpose of joining, associating or becoming employed with any business or activity which is in competition with any products and/or services sold, marketed, or provided by Employer. The geographical area to which this non-competition agreement applies is any area in which Employer currently solicits or conducts business, and/or any area in which Employer plans to solicit or conduct business for a period of two years after Employee leaves employment with Employer. Both parties agree that the time and scope of this Non-Competition agreement are reasonable. If a court finds the time and/or scope of this Non-Competition agreement unreasonable, it should reasonably modify the agreement to protect the Employer to the maximum permitted by law.
- 4. Return of Employer's Property.** At any time upon the demand of Employer, and in any event, upon termination of employment with Employer, Employee will immediately deliver to Employer all data, manuals, specifications, lists, notes, writings, customer and product lists, photocopies, microfilm, tape recordings, computer disks, patterns, art work, and all other documents or tangible materials whatsoever, including all copies or duplicates, concerning any part of Employer's activities or concerning any part of my activities as an employee. Employee acknowledges that all such items, including Employee's own notes, are the property of Employer, though they may be entrusted to Employee on a temporary basis.
- 5. Confidentiality.** Employee will not, either during employment with Employer or at any time thereafter, except as required in the conduct of the business of Employer or as authorized in writing by Employer use, publish, disclose, appropriate or communicate, directly or indirectly, any of the following information which Employee, in any way, have acquired or may acquire during, or by reason of, employment with Employer:
 - a. marketing, sales, service, cost, business method, formula, product specification, planning, engineering, and/or technical information relating to Employer, as well as customer lists and/or any other information which could give any third party an opportunity to obtain advantage over competitors who did not know such information; and

b. trade secrets, which are used by Employer and which give it an opportunity to obtain an advantage over competitors who do not know those trade secrets.

6. Injunction Relief. Employee understands that in the event Employee violates any provision of this Agreement, Employer will have the full right to seek injunctive relief, in addition to any other existing rights provided in this agreement or by operation of law, without posting bond.

7. Damages. In the event Employee violates any provision of paragraphs 3-6 above and Employer determines that actual damages cannot reasonably be ascertained, Employer may elect, at its sole discretion, to recover liquidated damages in the amount of \$100,000.00 plus court costs, litigation expenses, and actual and reasonable attorneys' fees.

8. Attorneys Fees, Costs, Venue. In the event of litigation arising out of this agreement, the parties agree the exclusive venue for such litigation shall be in the County of Employer's primary place of business. The parties agree that if Employer prevails in any litigation the Employee shall pay the Employer's reasonable attorneys' fees and costs.

9. Scope and Term of Agreement. Employee understands this agreement applies regardless of whether there are any changes in Employee's job duties, job title, and/or the location of the place of work. This agreement shall remain in full force and effect if Employee voluntarily terminates employment and thereafter is rehired; under such circumstances, Employee need not execute a new agreement, but will be bound by the terms of this agreement.

10. Severability. If any provision of this Agreement shall be held invalid by a court of law for any reason, the remaining provisions shall remain in full force and effect.

11. Modification. This agreement may not be waived, changed, modified, abandoned, or terminated, in whole or in part, except by an instrument signed by Employer and by Employee.

12. No Other Agreements. There are no agreements between the parties other than those set forth herein. The parties intend this document to be a full and complete statement of their agreement, and all prior discussions are merged into this document. Employer has made no representations to Employee other than those specifically set forth herein.

13. Interpretation Clause. Employee agrees that Employer has given Employee the opportunity to have this document reviewed by an attorney. The parties negotiated the terms herein. This Agreement shall not be interpreted more strictly against either party merely because that party drafted it.

14. Assignability. Employee agrees that the terms of this agreement will continue in full force and effect if Employer or substantially all of its assets is/are acquired by another owner.

Employee

(Date)