

# K.O. Towing

*A towing & roadside assistance company in Marietta, Georgia*

## General Employment Application

Dear Job Seeker,

Thank you for your interest in employment with K.O. Towing in Marietta, Georgia.

First, please answer the following questions:

- |   |     |    |
|---|-----|----|
| 1. Can you pass random drug screening tests?                        | YES | NO |
| 2. Do you have a valid Georgia driver's license?                    | YES | NO |
| 3. Will you follow all company policies and procedures as directed? | YES | NO |
| 4. Will you show up for work on time when scheduled to work?        | YES | NO |
| 5. Are you in good physical condition and injury free?              | YES | NO |

If you answered "NO" to any of the above questions you are not a good fit for employee requirements. If you answered "YES" to all questions we then invite you to submit to us your completed application form. If you are contacted for an interview we will discuss your general responsibilities and other duties which may be assigned to you to fit the needs of the business.

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### GENERAL NOTICE:

IN COMPLIANCE WITH FEDERAL AND STATE EQUAL EMPLOYMENT OPPORTUNITY LAWS, QUALIFIED APPLICANTS ARE CONSIDERED FOR ALL POSITIONS WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, AGE, MARITAL STATUS, VETERAN STATUS, NON-JOB RELATED DISABILITY, OR ANY OTHER PROTECTED GROUP STATUS.

DUE TO OUR INSURANCE REQUIREMENTS, YOU MUST BE AT LEAST 21 YEARS OF AGE TO APPLY FOR WORK AS A DISPATCHER, DRIVER OR FIELD SERVICES EMPLOYEE.

**APPLICATION DATE** \_\_\_/\_\_\_/20\_\_\_ **POSITION of INTEREST** \_\_\_\_\_

**PERSONAL INFORMATION**

FULL LEGAL NAME  
(Last) \_\_\_\_\_ (First) \_\_\_\_\_ (Middle) \_\_\_\_\_

Social Security #: \_\_\_/\_\_\_/\_\_\_ DOB (Drivers Only): \_\_\_\_\_

Driver's License# \_\_\_\_\_ State: \_\_\_\_\_ CLASS \_\_\_\_\_

Home Phone # \_\_\_\_\_ Cell # \_\_\_\_\_

HOME ADDRESS (current)  
Street: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

PREVIOUS ADDRESS  
Street: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

EMERGENCY CONTACT  
Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

Are you employed now? \_\_\_ Yes \_\_\_ No Company: \_\_\_\_\_

Job Title: \_\_\_\_\_ Duties: \_\_\_\_\_

Current/Last rate of pay: \$ \_\_\_\_\_ Other: \_\_\_\_\_

**EDUCATION:**

**High School:** \_\_\_ Diploma \_\_\_ GED \_\_\_ Incomplete **College:** \_\_\_ Years Degree \_\_\_ Yes \_\_\_ No

List specific / best courses of study: \_\_\_\_\_  
\_\_\_\_\_

**MILITARY SERVICE:**

HAVE YOU SERVED IN THE ARMED FORCES? \_\_\_ Yes \_\_\_ No (if yes) DATES: \_\_\_\_\_ to \_\_\_\_\_

Branch: \_\_\_\_\_ Rank: \_\_\_\_\_ Your MOS: \_\_\_\_\_

Accommodations / Service Awards: \_\_\_\_\_

Comments: \_\_\_\_\_

## CRIMINAL INQUIRY

HAVE YOU EVER BEEN CHARGED WITH OR CONVICTED OF A CRIME? \_\_\_ Yes \_\_\_ No

If "YES", please provide relevant details:

Charges: \_\_\_\_\_ Conviction Date: \_\_\_\_\_  
Sentence: \_\_\_\_\_ Are you on \_\_\_ Probation \_\_\_ Parole

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Sentence: \_\_\_\_\_ Are you on \_\_\_ Probation \_\_\_ Parole

\*a "yes" answer will not necessarily disqualify you from employment however: you may be required to pass a personal background check to be offered employment with our company.

## EMPLOYMENT HISTORY

ALL DRIVER APPLICANTS TO DRIVE IN INTERSTATE COMMERCE MUST PROVIDE THE FOLLOWING INFORMATION ON ALL EMPLOYERS DURING THE PRECEDING 5 YEARS.

Employer: \_\_\_\_\_  
Dates: From: \_\_\_\_\_ To: \_\_\_\_\_  
Position / Title: \_\_\_\_\_  
Company Location:  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Salary/Wage: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
Reason for Leaving: \_\_\_\_\_

Employer: \_\_\_\_\_  
Dates: From: \_\_\_\_\_ To: \_\_\_\_\_  
Position / Title: \_\_\_\_\_  
Company Location:  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Salary/Wage: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
Reason for Leaving: \_\_\_\_\_

Employer: \_\_\_\_\_  
Dates: From: \_\_\_\_\_ To: \_\_\_\_\_  
Position / Title: \_\_\_\_\_  
Company Location:  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Salary/Wage: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_  
Reason for Leaving: \_\_\_\_\_

Provide three (3) references: (Name, Phone & Relationship to Individual)

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**WORK AVAILABILITY**

List days/hours you are available to work.

\_\_\_\_\_

Are there any reasons you may be unable to perform the normal and customary functions of the job for which you are applying?     Yes     No    If "Yes", please explain below:

\_\_\_\_\_

List any special skills, qualifications or experience that might enhance your suitability for this job:

\_\_\_\_\_

\_\_\_\_\_

Why should we hire you?

\_\_\_\_\_

\_\_\_\_\_

**TO BE READ, UNDERSTOOD AND SIGNED BY APPLICANT**

I authorize you to make such investigations and inquiries of my personal, employment, financial or medical history and other related matters as may be necessary in arriving at an employment decision. (Generally, inquires regarding medical history will be made only if and after a conditional offer of employment has been extended.) I hereby release past/present employers, schools, health care providers and other personas from all liability in responding to inquiries and releasing information in connection with my application. In the event of employment, I understand that false or misleading information given in my application or interview may result in discharge at any time. I understand, also, that I am required to abide by all rules and regulations of the Company. I understand that information I provide regarding current and/or previous employers may be used, and those employer(s) will be contacted, for the purpose of investigating my safety performance history as required by 49 CFR 391.23(d) and (e). I understand that I have the right to:

- Review the information provided by previous employers:
- Have errors in the information corrected by previous employers and for those previous employers to re-send the corrected information to the prospective employer; and
- Have a rebuttal statement attached to the alleged erroneous information, if the previous employer(s) and I cannot agree on the accuracy of the information.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Social Security Number

## PRE-EMPLOYMENT URINALYSIS NOTIFICATION

The Federal Motor Carrier Safety Regulations, Section 391.103 – pre-employment testing requirements, apply to driver-applicants of this company. 391.103 Pre-employment testing requirements.

- a. A motor carrier shall require a driver – applicant who the motor carrier intends to hire or use to be tested for the use of controlled substances as a pre-qualification condition.
- b. A driver – applicant shall submit to controlled substance testing as a pre-qualification condition.
- c. Prior to collection of a urine sample under 391.107 of this subpart, a driver-applicant shall be notified that the sample will be tested for the presence of controlled substances.

As a condition of my employment, I agree to the urine sample collection and controlled substance testing. I understand a positive test for controlled substances based on the Urinalysis Test will medically disqualify me from employment with this company. The Medical Review Officer will maintain the results of the Urinalysis Test. Negative and positive results will be reported to the company. My written authorization is required for the Urinalysis Test results to be given to other parties. I have read and understand the above conditions for the Pre-Employment Urinalysis Notification.

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Applicants Signature

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Printed Name

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Date

## GENERAL EMPLOYMENT AGREEMENT

I have made an application with K.O. Towing for employment. If hired by K.O. Towing I hereby agree to abide by, and be held accountable to, the following requests and stipulations:

**1. Non-Solicitation of Customers.** For a period of three years after my employment with the company ends, I will not solicit or make calls on any of the company's customers for the purpose of persuading the customer to change its account from the company to another company, or interfere in any way with the company's business relationships.

**2. Non-Solicitation of Employees.** For a period of three years after my employment with the company ends, I will not recruit, solicit or encourage any employee of the company to seek employment with any competitor of the company or any other towing/transportation company within 50 miles of the company.

**3. Preserving Confidential Company Information.** I agree that during my employment and after my employment with the company ends, I will not disclose to anyone who is not employed by the company any information considered confidential to the company, which includes, but is not limited to, company policies, financial information, business accounts and competitor data. When my employment with the company ends, I will return to the company, the same day, all company property, including all customer lists, books and records, manuals, uniforms and other company property records or copies of sensitive information.

**4. Breach Of Agreement.** I acknowledge that if I violate any of the above provisions, the company shall be entitled to liquidate damages from me in the amount of \$10,000. Further, I will be responsible for the company's reasonable attorney's fees incurred in enforcing any of the above provisions or in collecting the damages provided by this Agreement.

**5. Damages.** I acknowledge and agree that I will be held responsible for any damages or loss incurred by the company or its customers, which result from my negligence or carelessness. The amount of damages is limited to \$2,000 per occurrence. Any outstanding amounts owed by me when my employment ends may be deducted from any final paycheck. I understand that two or more occurrences of damage resulting from my negligence or carelessness may be grounds for termination of my employment.

**6. Release Of Claims.** I acknowledge that any claims I may have for personal injury, medical or hospitalization expenses and the like incurred as a result of my employment with the company are limited to those provided by applicable Worker's Compensation laws or any applicable employee insurance coverage under the company's group insurance plan. I release the company, its shareholders, directors and officers from any claims, demands, actions, judgments and causes of action which I may now have or claim at any time during my employment. Such release does not in any way limit the liability of any applicable Worker's Compensation coverage or laws or any other insurance coverage.

**7. Employment At Will.** I understand that Georgia is a right-to-work state and has laws mandating employment is held on an at-will basis. I understand that my relationship with the company is at will, meaning that I can terminate my employment at any time, for any reason, or for no reason at all, and that the company has the legal rights to terminate my employment with or without cause.

**8. General.** I acknowledge that the provisions recited above do not prevent me from earning a living; rather, they are reasonable and necessary to protect the company's legitimate business interests. Further, I specifically acknowledge that the consideration received in exchange for this agreement is sufficient, that I have signed it voluntarily and of my own free will, and that I have signed with full knowledge of its significance. I also acknowledge that this application is only valid for 30 days. You have the right to ask for clarification of any of the above statements.

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

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