



## Employment Application

### Applicant Information

Full Name: \_\_\_\_\_ Date: \_\_\_\_\_  
 Last First M.I.

Address: \_\_\_\_\_  
 Street Address Apartment/Unit #

City State ZIP Code

Phone: ( ) E-mail Address:

Date Available: Social Security No.: Desired Salary: \$

Position Applied for:

Are you a citizen of the United States?	YES	NO	If no, are you authorized to work in the U.S.?	Y	N
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Have you ever worked for this company?	YES	NO	If yes, when?		
	<input type="checkbox"/>	<input type="checkbox"/>			
Have you ever been convicted of a felony?	YES	NO			
	<input type="checkbox"/>	<input type="checkbox"/>			

If yes, explain:

### Education

High School:	Address:			
From: To:	Did you graduate?	YES	NO	Degree:
		<input type="checkbox"/>	<input type="checkbox"/>	
College:	Address:			
From: To:	Did you graduate?	YES	NO	Degree:
		<input type="checkbox"/>	<input type="checkbox"/>	
Other:	Address:			
From: To:	Did you graduate?	YES	NO	Degree:
		<input type="checkbox"/>	<input type="checkbox"/>	

### References

Please list three professional references.

Full Name: Relationship:

Company: Phone: ( )

Employee's Initials: \_\_\_\_\_

Address:

Full Name:

Relationship:

Company:

Phone: ( )

Address:

Full Name:

Relationship:

Company:

Phone: ( )

Address:

**Previous Employment**

Company:

Phone: ( )

Address:

Supervisor:

Job Title:

Starting Salary: \$

Ending Salary: \$

Responsibilities:

From:

To:

Reason for Leaving:

YES NO

May we contact your previous supervisor for a reference?

Company:

Phone: ( )

Address:

Supervisor:

Job Title:

Starting Salary: \$

Ending Salary: \$

Responsibilities:

From:

To:

Reason for Leaving:

YES NO

May we contact your previous supervisor for a reference?

Company:

Phone: ( )

Address:

Supervisor:

Job Title:

Starting Salary: \$

Ending Salary: \$

Responsibilities:

From:

To:

Reason for Leaving:

YES NO

May we contact your previous supervisor for a reference?

**Military Service**

Employee's Initials: \_\_\_\_\_

Branch:

From:

To:

Rank at Discharge:

Type of Discharge:

If other than honorable, explain:

**Disclaimer and Signature**

*I certify that my answers are true and complete to the best of my knowledge.*

*If this application leads to employment, I understand that false or misleading information in my application or interview may result in my release.*

Signature:

Date:

\_\_\_\_\_

Employee's Initials: \_\_\_\_\_



Referring Agent: \_\_\_\_\_

## **EMPLOYMENT/CONTRACTOR AGREEMENT**

This Employment/Contractor Agreement is entered into by and between the following parties:

**Company:** The Credit Clinic <sup>TM</sup>  
1949 E. Broadway Rd., Ste. 108  
Tempe, Arizona 85282  
(480) 557-7400 Main

**Employee:** \_\_\_\_\_ (Name)  
**or** \_\_\_\_\_ (Address)  
**Contractor** \_\_\_\_\_  
\_\_\_\_\_ (Phone)

The Company and the Employee are sometimes collectively referred to below as “the Parties.” Employee may also be referred to as “Contractor” if they are engaged in contract work and compensated via form IRS W9.

### **RECITALS**

A. The Company wishes to hire the Employee and the Employee wishes to accept an employment position with the Company.

B. The Company and the Employee desire to enter into this Employment Agreement to define the terms and conditions of the Employee’s employment with the Company.

C. The Parties acknowledge that the Employee’s position with the Company will provide the Employee access to and familiarity with highly sensitive, confidential, and/or proprietary information related to the Company and its clients.

D. The Employee shall at all times act with an extreme measure of candor, unselfishness, loyalty, and good faith and fair dealing towards the Company. The Employee shall also take all reasonable steps to protect the Company and to act in the

Employee’s Initials: \_\_\_\_\_

Company's best interest. Employee acknowledges that they have no ownership or managing interests in the company and must reflect that to the public accordingly.

E. The Employee understands that it is a condition precedent to the Employee's employment with the Company that the Employee read, sign, and comply with this Employment/Contractor Agreement.

**AGREEMENTS**

In consideration of the Employee's employment or continued Employment with the Company, as well as the mutual promises and agreements contained in this Employment Agreement, the receipt and adequacy of which are hereby acknowledged, the Parties agree to the following:

**1. Employment and Contract Work**

1.1 Acceptance. The Employee hereby accepts the Company's offer of employment and or contract work. The Employee agrees to devote its full professional time to performing its duties and discharging its responsibilities to the best of its ability under this Employment Agreement and in accordance with all of the Company's policies and procedures.

1.2 At-Will Status. The Employee understands and agrees that its employment with the Company is not guaranteed for any term or length of time. Rather, the Company may terminate the Employee's employment at anytime and for any reason. Nothing in this Employment Agreement or the Company's policies or procedures alter the at-will nature of Employee's employment with the Company.

1.3 Job Title and Duties. The Employee's initial job title is as follows:

**Sales Associate/Sales Executive/Contract Worker**

**2. Compensation.**

2.1 Commission Only. The Employee acknowledges that it is aware that the Company has several compensation plans and that it has elected to be compensated by commission only in lieu of the other plans and any related benefits.

2.2 Commission-Based Compensation. The Employee hereby agrees that it will receive the following commission-based compensation in exchange for its services to the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee's Initials: \_\_\_\_\_

2.3 Compensation Change. The Company may change the Employee's compensation at the beginning of each month by providing written notice to the Employee.

### **3. Termination.**

3.1 Termination for Any Reason. Notwithstanding any other provision of this Employment Agreement or any other oral or written agreement between the Parties, either Party may terminate this Employment Agreement for any reason, effective immediately, by providing written notice to the other Party. The Parties expressly acknowledge that the Employee's employment with the Company is terminable at-will by the Employee or the Company.

3.2 Termination for Cause. The Company shall have the right to terminate this Employment Agreement and discharge the Employee immediately and without any written notice "for cause." For purposes of this Employment Agreement, "for cause" shall mean any of the following:

- (a) a willful or material breach of any material term or condition of this Employment Agreement;
- (b) conviction of or entry of a plea of guilty or nolo contendere to a felony;
- (c) any act of fraud, conversion, misappropriation (including unauthorized use or disclosure of confidential or proprietary information of the Company) or embezzlement;
- (d) failure or refusal to perform duties as required by this Employment Agreement or as directed from time to time by the Company; or
- (e) gross negligence, insubordination, or material violation of any duty of loyalty to the Company.

### **4. Confidential Information and Trade Secrets.**

4.1 All information about the Company's business and affairs that is not generally available to the public constitutes "Confidential Information." Confidential Information includes, but is not limited to, information about the Company's business, financial, and legal conditions; the Company's clients, performance, prospects, products, documents, technology, know-how, merchandising, marketing plans and strategies, financial information, budgets, information regarding proposed and existing contracts, long-term planning and goals; and the Company's research and reports, business methods, techniques, processes and procedures, personnel policies and information,

Employee's Initials: \_\_\_\_\_

training methods and materials, and client and employee lists. Confidential Information also includes the Confidential Information of the Company's clients, lenders, and other related individuals or businesses, including the names of the Company's clients, customers, and lenders and the nature of the Company's dealings with them. Confidential Information may or may not be marked with a stamp or legend, and the absence of any such proprietary legend shall not negate the confidential and/or proprietary nature of the information.

4.2 Confidential Information also includes, without limitation, any copies, summaries, indexes, or abstracts of Confidential Information or material derived from Confidential Information, as well as the terms and conditions of this Employment Agreement, any action by the Company to enforce or defend this Employment Agreement, or any related legal proceeding arising in connection with this Employment Agreement.

4.3 All of the Company's Trade Secrets are Confidential Information. "Trade Secrets" are programs, systems, methods, formula, patterns, devices, or compilations of information used by the Company which gives it an advantage over others who do not know or use it.

4.4 The Employee acknowledges that it will have access to and knowledge of the Company's Confidential Information and Trade Secrets and that improper use or revelation of the Confidential Information or the Trade Secrets by the Employee, whether during or after the termination of the Employee's employment with the Company, could cause serious injury to the Company and its business. Accordingly, the Employee agrees that, except as required by law, the Employee will forever keep secret all Confidential Information and Trade Secrets which shall come into the Employee's possession, and that the Employee will not disclose the same to any other person, business entity, or other organization. The Employee further agrees that it will not use any Confidential Information or Trade Secrets for its own benefit, or directly or indirectly for the benefit of any person, business entity, or organization other than the Company.

4.5 The Employee acknowledges that it may have access to Confidential Information and Trade Secrets concerning the Company that are of a special and unique value and which may include, but are not limited to, books and records relating to operations, finances, cash, bank accounts, accounting, sales personnel and management, actual and potential business or promotional opportunities, marketing plans and strategies, policies and matters relating particularly to operations such as customer names, addresses, telephone numbers and price lists, customer service requirements, costs providing service and equipment, operation and maintenance costs, market analyses, intellectual property, including trade marks, patents and copyrights, and internal procedures, standards, and productivity tools. The protection of the Company's Confidential Information and Trade Secrets is of critical importance to the Company and the Employee agrees that it will not, directly or indirectly and at any time while employed by the Company or thereafter, make any independent use of, or disclose to any person

Employee's Initials: \_\_\_\_\_

other than an authorized employee of the Company, any Confidential Information or Trade Secrets.

5. **Non-Solicitation.** The Employee agrees that, while this Employment Agreement is in effect and for a period of one year following the date that this Employment Agreement is terminated or the Employee separates from employment with the Company, the Employee will not, directly or indirectly, induce any client, customer, or lender of the Company to patronize any similar business that competes with the Company; canvass, solicit, or accept any similar business from any client, customer, or lender of the Company; request or advise any client, customer, or lender of the Company to withdraw, reduce, or cancel business with the Company; or engage in any other business activities that compete, or solicit business away from, the Company.

6. **Protection and Return of Confidential Information.**

6.1 The Employee agrees that, except as directed by the Company, it will not at any time, whether during or after the Employee's employment with the Company, use for any reason or disclose to any person any of the Company's Confidential Information, as described in section 4 above, or permit any person to examine and/or make copies of any documents which may contain or are derived from Confidential Information, whether prepared by the Employee or otherwise, without the prior written permission of the Company.

6.2 If and when this Employment Agreement is terminated or the Employee separates from employment with the Company, the Employee agrees to return to the Company all Confidential Information which has been reduced to written or other physical form, and all copies thereof, in the Employee's possession, custody, or under its control; provided, however, that (i) Confidential Information shall not include publicly available information or information known generally to the public or in the industry, and (ii) the Employee may disclose such information as may be required in connection with any judicial or administrative proceeding or inquiry, or as required by any legal or tax professional.

7. **Antipiracy Covenant.** The Employee agrees that, while this Employment Agreement is in effect and for a period of one year following the date that this Employment Agreement is terminated or the Employee separates from employment with the Company, the Employee shall not directly or indirectly hire, recruit, or assist others to hire or recruit, for any purpose any person who is (or was during the one-year period immediately preceding such attempted hiring or recruitment) employed by the Company, or otherwise induce or assist others to induce any then current employee of the Company to terminate their employment with the Company.

8. **Records and Documents Belonging to the Company.** All books, records, files, forms, reports, accounts, audits, intellectual property, papers and documents and copies thereof relating in any manner to the Company or its business, clients, lender, suppliers, or customers, whether prepared by the Employee or anyone

Employee's Initials: \_\_\_\_\_

else, is the exclusive property of the Company and shall be returned immediately to the Company upon termination of employment or upon the Company's request at any time.

**9. Breach.** The Employee agrees that every issue discussed in this Employment Agreement is important, material, and substantially affects the effective and successful conduct of the Company, including its reputation and goodwill. The Employee further agrees that any breach of this Employment Agreement will result in substantial and irreparable injury to the Company, and that the Employee will be responsible to pay to the Company all damages (including, but not limited to, compensatory, incidental, consequential, and lost profit damages) which arise from the breach, together with interest, costs, and the Company's reasonable attorneys' fees. This section does not limit any other remedies available to the Company at law or in equity.

**10. Severability.** If a Court of competent jurisdiction determines that any provision of this Employment Agreement is illegal or unenforceable, such provision shall be automatically reformed and construed so as to be valid, operative, and enforceable to the maximum extent permitted by law or equity while preserving its original intent. The invalidity of any provision in this Employment Agreement shall not effect any other provision, and therefore this Employment Agreement shall remain in force.

**11. No Waiver.** The Company may waive a provision of this Employment Agreement only in writing. The Employee may not rely upon any oral representations as to a waiver of any provision of this Employment Agreement. The Company's waiver of any breach of this Employment Agreement may not operate or be construed as a waiver of any subsequent breach by the Employee.

**12. Assignment.** The Company may assign its rights under this Employment Agreement, without any notice to the Employee, to one or more of its affiliated or subsidiary corporations. This Employment Agreement, however, is personal to the Employee, and so the Employee may not assign its rights or obligations under this Employment Agreement to anyone at anytime.

**13. At-Will Employment.** The Employee recognizes that its employment is AT-WILL and nothing in this or any other agreement, writing, handbook, memorandum, or oral statement is to be construed to provide any employment rights to the Employee.

**14. Entire Agreement.** This Employment Agreement is the entire agreement between the Company and the Employee on the matters covered by this Employment Agreement, and it replaces and supersedes all prior agreements and understandings between the Company and the Employee, whether in writing or oral. The Parties confirm that no oral or other agreements or understandings affecting this Employment Agreement exist between them. No change to this Employment Agreement will be binding upon either Party unless in writing and signed by both Parties.

**15. Attorneys' Fees and Costs.** The Parties agree that in any action involving this Employment Agreement or to enforce or defend against its terms, the

Employee's Initials: \_\_\_\_\_

prevailing party shall be entitled to recover from the other all reasonable attorneys' fees, costs, and other expenses incurred in connection with such action.

**16. Headings.** The headings and captions contained herein are for convenience and reference only and shall not control or affect the meaning or construction of any provision hereof.

**17. Governing Law / Venue.** This Employment Agreement shall be governed by Arizona law, and any action brought to enforce the terms of this Employment Agreement shall be in Maricopa County, Arizona.

**18. Injunctive Relief.** Without limiting the remedies available to the Company under this Employment Agreement, the Employee acknowledges that the breach of any of the covenants contained in sections 4, 5, 6, 7, and 8 above may result in material irreparable injury to the Company for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of such breach or threat thereof, the Company shall be entitled to obtain a temporary restraining order and a preliminary or permanent injunction restraining the Employee from engaging in activities prohibited by, or compelling the Employee to comply with the provisions of sections 4, 5, 6, 7, and 8, or such other relief as may be required to specifically enforce any of the covenants of sections 4, 5, 6, 7, and 8. The Employee waives any right to request that the Company post any bond to secure the injunctive relief described in this section.

**19. Representation of Understanding.** By entering into this Employment Agreement, the Employee represents that it has, or could have, relied upon the advice of its attorneys, who are the attorneys of its own choice, concerning the legal consequences of this Employment Agreement and the attached Exhibit A; that the Employee has completely read the terms of this Employment Agreement and the attached Exhibit A; and that the Employee fully understands and voluntarily accepts the terms of this Employment Agreement and the attached Exhibit A.

**20. Effectiveness.** This Employment Agreement shall become effective, and binding upon the Parties, immediately after that Party signs this Employment Agreement.

BY SIGNING BELOW, THE PARTIES AGREE TO BE BOUND BY THE TERMS, CONDITIONS, AND COVENANTS STATED IN THIS EMPLOYMENT AGREEMENT.

**COMPANY:**

**EMPLOYEE:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Employee's Initials: \_\_\_\_\_

**AUTHORIZATION TO RELEASE INFORMATION AND DOCUMENTS**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

From: \_\_\_\_\_ (Name)  
\_\_\_\_\_  
\_\_\_\_\_ (Social Security Number)

I have applied for an employment position with The Credit Clinic. As part of that application, The Credit Clinic has requested that I provide it with information regarding my background and qualifications. I am therefore specifically authorizing and requesting that you provide all documents and other information about me and in your possession to **The Credit Clinic 1949 E. Broadway Rd., Ste. 108 Tempe, AZ 85282**. By providing this information, I hereby release you and/or your company from any liability relating to the production of that information.

This authorization is good for 1 year from the date stated below. A photocopy is also just as effective as an original. Thank you for your cooperation.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Employee's Initials: \_\_\_\_\_



## **Contract for Services**

Upon signing this portion of the Employee/Contractor agreement, you agree that you are **NOT** being hired as an employee in the traditional sense. While we have hired you to perform services for The Credit Clinic, your status is that of a 1099 Independent Contractor. By signing this document, you acknowledge that you have certain specific and different responsibilities to both this company and other Government Agencies than do other W2 employees. This agreement, where applicable, will supersede the “standard” Employee Agreement attached herein. However, provisions in the Employee/Contractor Agreement, where applicable, will also apply and be enforceable to all independent contractors.

### **1. Names**

This agreement is made between The Credit Clinic, an Arizona Limited Liability Company, and \_\_\_\_\_ (Contractor).

### **2. Services to be Performed**

Said Contractor agrees to perform the following services for Client:

*Utilizing the Contractors own methods, Contractor shall offer the Client’s services for sale to the general public. Contractor must always adhere to honest and ethical business practices, and operate in accordance to protocol set by the client.*

### **3. Time for Performance**

Refer to Section 9 of the Contract for Service agreement.

### **4. Compensation**

Refer to the “Compensation” portion of the Employee/Contractor agreement.

### **5. Equipment and Supplies**

Contractor, at Contractor’s own expense, will provide all equipment, tolls and supplies necessary to perform the contractual services.

Employee’s Initials: \_\_\_\_\_

## **6. Expenses**

Contractor will be responsible for all expenses required to perform the contractual services.

## **7. Termination of the Agreement**

This agreement shall become effective upon the signing by both parties. Both parties may terminate this agreement at any time and for any reason. A material breach of this agreement will be grounds for immediate termination.

## **8. Releases**

Contractor shall indemnify The Credit Clinic against any all claims and expenses, including reasonable attorney fees due to legal counsel.

## **9. Independent Contractor Status**

The parties intend Contractor to be an independent contractor in the performance of the services. Contractor and The Credit Clinic agree to the following rights consistent with an independent contractor relationship.

- Contractor will have the right to control and determine the methods and means of performing the contractual services.
- Contractor has the right to hire assistants to provide the services required by this agreement.
- The Credit Clinic shall not require Contractor or Contractor's assistants to devote full time to performing the services required by this agreement.
- Neither Contractor nor Contractor's assistants are eligible to participate in any employee pension, health, vacation pay, and or any other fringe benefit plan of The Credit Clinic.

## **10. State and Federal Taxes**

The Credit Clinic will **NOT**:

- (a) Withhold Social Security and Medicare taxes from Contractor's payments or make such tax payments on Contractor's behalf, or
- (b) Withhold State or Federal income tax from Contractor's payments or make State or Federal unemployment contributions on Contractor's behalf.

Contractor agrees to pay all applicable taxes related to the payment for performance of services under this contract. This includes but may not be limited to Social Security, Medicare and self-employment taxes. Contractor will also pay

Employee's Initials: \_\_\_\_\_

any unemployment contributions related to the payment for performance of services under this contract.

If contractor is required to pay any Federal, State, or local sales, use, and property or value added taxes based on payments received for the services provided under this agreement, the taxes shall be separately billed to The Credit Clinic. The Credit Clinic shall be responsible for paying any interest or penalties incurred due to late payment or nonpayment of any taxes by The Credit Clinic.

### **11. Disputes**

Refer to Employee/Contractor Agreement

### **12. No Partnership**

This agreement does not constitute or create a partner relationship. Said Contractor has no authority to enter into contracts on The Credit Clinic's behalf.

### **13. Non Disclosure**

Refer to Employee/Contractor Agreement

### **14. Entire Agreement**

This entire agreement between the two parties, replaces and supersedes any and all oral agreements between the parties, including but not limited to any prior writings.

### **15. Successors and assignees**

This agreement binds and benefits the heirs, successors and assignees of the parties.

### **16. Notices**

All notices must be in writing. A notice may be delivered to a party at the address that follows a party's signature or to a new address that a party designates in writing. A notice may be delivered:

- In person
- By certified mail, and or
- By overnight courier

### **17. Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the county of Maricopa in the state of Arizona.

### **18. Modification**

This agreement is binding as is. This agreement may be modified only after the modification is signed and dated by all interested parties.

Employee's Initials: \_\_\_\_\_

**19. Severability**

If any Arizona court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will effect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

BY SIGNING BELOW, THE PARTIES AGREE TO BE BOUND BY THE TERMS, CONDITIONS, AND COVENANTS STATED IN THIS EMPLOYMENT AGREEMENT.

**COMPANY:**

**CONTRACTOR:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Employee's Initials: \_\_\_\_\_