



OFC: 512-746-5094 Fax: 512-746-5970

CDL Driver Application

Driver's Qualification File Check List

This page is reserved for OFFICE use only.

Drivers Name: _____

Date of Birth: _____

Date of Hire: _____

In review of the above-noted drivers Qualification File, all documents noted below by X are contained within the file.

Reviewed by: _____ Date: _____

DOCUMENT	PRESENT	COMMENTS
1. Application for Employment	___	_____
2. MVR	___	_____
3. Road Test	___	_____
4. Drug & Alcohol Program Cert.	___	_____
5. Pre Emp. D/S Results	___	_____
6. Physical Examination Cert.	___	_____
7. Copy of License	___	_____
8. Evidence of Safety Training	___	_____
9. Entry Level Driver Training	___	_____
10. Record of Violations	___	_____
11. Annual Review	___	_____



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DRIVER EXPERIENCE AND QUALIFICATIONS

The Federal Motor Carrier Safety Regulations (49CFR391.21 (b) (2) requires that driver applicants state their date of birth and SS #.

Date of Birth _____ Social Security Number _____ - _____ - _____

PHYSICAL HISTORY

The Federal Motor Carrier Safety Regulations (49CFR391 Subpart E) requires that all driver applicants pass certain physical tests before they are hired to drive a motor vehicle.

Date of last Department of Transportation prescribed examination _____ Can you provide a copy _____

Have you ever been granted a waiver under section 391.49 of the Federal Motor Carrier Safety Regulations pertaining to the loss of foot, leg, hand or arm? Yes _____ No _____

ALCOHOL AND CONTROLLED SUBSTANCE STATEMENT

The Federal Motor Carrier Safety Regulations 49CFR40.25(j) requires all persons with applying for a driving position requiring a commercial drivers license to answer the following questions:

- 1) Within the last two years, have you ever tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which you applied for, but did not obtain, safety-sensitive transportation work? _____ yes _____ no
2) Within the last two years, have you ever tested positive, or refused to test, on any type of drug or alcohol test administered by an employer for which you preformed safety-sensitive transportation work? _____ yes _____ no
3) If you answered yes to either 1 or 2 above, can you provide and/or obtain proof that you have successfully completed the DOT return-to-duty requirements? _____ yes _____ no

Applicants Signature: _____ Date: _____

Witnessed By: _____ Date: _____



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DRIVER'S LICENSE INFORMATION

Driver	State	License Number	Type	Expiration Date
Licenses held	_____	_____	_____	_____
in past 3	_____	_____	_____	_____
years must	_____	_____	_____	_____
be shown	_____	_____	_____	_____

A. Have you ever been denied a license, permit or privilege to operate a motor vehicle? Yes _____ No _____

B. Has any license, permit or privilege ever been suspended or revoked? Yes _____ No _____

C. Have you ever been disqualified for violations of the Federal Motor Carrier Safety Regulations? Yes _____ No _____

If you answered "Yes" to A, B, or C, attach a statement giving details.

DRIVING EXPERIENCE

Class of Equipment	Type of Equipment (Van, Tank, Flat, etc.)	Dates From To	Approximate Total Miles
Straight Truck	_____	_____	_____
Tractor and Semi-Trailer	_____	_____	_____
Twin	_____	_____	_____
Other	_____	_____	_____

List states operated in during the last five years:

List special courses or training that will help you as a driver:

List safe driving awards held and who awards were presented
by _____



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DRIVER EXPERIENCE AND QUALIFICATION (continued)

ACCIDENT HISTORY

Accident Review for the past 3 years (attach a separate sheet of paper if more space is needed).

Date	Nature of Accident (Head-On, Rear-End, Upset, etc)	# Fatalities	# Injuries)	# Vehicles Towed	Citation-Issued?
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

MOTOR VEHICLE DRIVING RECORD (MVR)

Traffic Convictions and Forfeitures for the past 3 years other than parking violations.

Date	Location	Charge	Penalty
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

EMPLOYMENT RECORD

The Federal Motor Carrier Safety Regulations (49CFR391.21) require that all applicants wishing to drive a commercial vehicle list all employment for the last three (3) years. In addition, if you have driven a commercial vehicle previously, you must provide employment history for an additional seven (7) years for a total of ten (10) years. Any gaps in employment must be explained. Start with the last or current position, including any military experience, and work back (Attach separate sheet if necessary.) You are required to list the complete mailing address: street number, city, state and zip code.

Current Employer: _____ Supervisor's Name: _____

Address: _____ Phone: () _____

Position Held: _____ From: _____ To: _____ Salary _____
Mo. /Yr. Mo. /Yr.

Reason for Leaving:



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Previous Employer: _____ Supervisor's Name: _____

Address: _____ Phone: () _____

Position Held: _____ From: _____ To: _____ Salary _____
Mo. /Yr. Mo. /Yr.

Reason for Leaving:

Previous Employer: _____ Supervisor's Name: _____

Address: _____ Phone: () _____

Position Held: _____ From: _____ To: _____ Salary _____
Mo. /Yr. Mo. /Yr.

Reason for Leaving:

Previous Employer: _____ Supervisor's Name: _____

Address: _____ Phone: () _____

Position Held: _____ From: _____ To: _____ Salary _____
Mo. /Yr. Mo. /Yr.

Reason for Leaving:



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Previous Employer: _____ Supervisor's Name: _____

Address: _____ Phone: () _____

Position Held: _____ From: _____ To: _____ Salary _____
Mo. /Yr. Mo. /Yr.

Reason for Leaving:

APPLICANT MUST READ AND SIGN

I certify that I have read and understand all of this employment application. It is agreed and understood that the employer or his agents may investigate the applicant's background to ascertain any and all information of concern to applicant's record, whether same is of record or not, and applicant releases employers and other persons named herein from all liability for any damages on account of his furnishing such information. I understand that, as an applicant for a position with this company, I may be asked to demonstrate that I am capable of performing tasks that are pertinent to the job.

It is also agreed and understood that under the Fair Credit Reporting Act, Public Law 91-508, I have been told that this investigation may include an investigative Consumer Report, including information regarding my character, personal reputation, personal characteristics and mode of living.

I agree to furnish such additional information and complete such examinations as may be required to complete my employment file. I also understand that misrepresentation or omission of information or facts may result in my rejection or dismissal.

If hired, I agree to abide by all the rules and policies of the employer.

This certifies that I completed this application and that all entries on it and information in it are true and complete to the best of my knowledge

_____, _____

Date

Applicant's Signature



ARBITRATION AGREEMENT

This Arbitration Agreement is between Aguado Stone, Inc. (“the Company”) and

_____ (“Employee”), (collectively, “the Parties”) is made as of the date last signed below.

1. Employment At-Will The Company and the Employee agree that the employment arrangement is at-will and nothing in this agreement changes the at-will nature of Employee’s employment, which is terminable by either party at any time for any reason. This agreement is not intended to place limitations on the parties’ rights to terminate the employment at-will.

2. Arbitration As evidenced by the signatures of the parties and/or Employee’s continued employment, it is agreed that any and all disputes arising from Employee’s employment shall be required to be submitted to arbitration. Such arbitration shall be governed by the provisions of the Texas General Arbitration Act (Texas Civil Practice and Remedies Code Section 171.001 et seq.). Alternatively, if for any reason the Texas General Arbitration Act does not require the arbitration of any dispute arising out of this agreement, this arbitration agreement shall be governed by the provisions of the Federal Arbitration Act (9 U.S.C. § 1 et seq.).

3. Demand for Arbitration If a dispute should arise from or is connected to Employee’s employment, either party may make a demand for arbitration by filing a demand in writing with the other party so long as the applicable statute of limitations for any such claim has not expired.

4. Appointment of Arbitrators The parties to this agreement agree to submit the arbitration to one agreed arbitrator, but in the event that they cannot so agree, an arbitrator shall be selected by the American Arbitration Association.

5. Hearing All arbitration hearings conducted under the terms of this agreement, and all judicial proceedings to enforce any of the provisions of this agreement, shall take place in Williamson County, Texas. The hearing before the arbitrator of the matter to be arbitrated shall be at the time and place within that County selected by the arbitrator. Notice of hearing shall be given and the hearing conducted in accordance with the provisions of Section 171.044 et seq. of the Texas Civil Practice and Remedies Code. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the arbitrator. The arbitrator shall hear and determine the matter and shall execute and acknowledge their award in writing and deliver a copy thereof to each of the parties by registered or certified mail.

6. Arbitration Award The arbitrator’s decision shall be binding and conclusive on the parties. The submission of a dispute to the arbitrator and the rendering of his/her decision shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award of the arbitrators may be rendered by any court having jurisdiction; or the court may vacate, modify, or correct the award in accordance with the provisions of the Texas General Arbitration Act (Texas Civil Practice and Remedies Code Section 171.087 et seq.).

7. Costs of Arbitration The costs and expenses of arbitration, including the fees of the arbitrators, shall be borne by the losing party or in such proportions as the arbitrators shall determine. To instigate arbitration, Employee’s fee shall not exceed the cost of filing and serving an Original Petition in Williamson County District Court.

8. Submission of Disputes to American Arbitration Association Any controversy or claim arising out of or relating to Employee’s employment, shall be settled by arbitration in accordance with the applicable Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



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9. Discovery in Arbitration Proceedings The Parties agree that discovery may be conducted in the course of the arbitration proceeding in accordance with the following provisions:

- Each party may notice no more than three (3) of depositions in total, including both witnesses adherent to the adverse party and third-party witnesses.
- Each party may serve no more than fifty (50) requests for admission on the other party. No requests may be served within sixty (60) days of the date of hearing, unless the parties otherwise stipulate. All requests for admission shall be responded to within thirty (30) days of service of the requests, unless the parties otherwise stipulate.
- Each party may serve no more than thirty (30) interrogatories on the other party. No interrogatory shall contain subparts, or concern more than one topic or subject of inquiry. Interrogatories may not be phrased so as to circumvent the effect of this clause. No interrogatories may be served within sixty (60) days of the date of hearing, unless the parties otherwise stipulate. All interrogatories shall be responded to within thirty (30) days of service of the interrogatories, unless the parties otherwise stipulate.
- Each party may serve no more than thirty (30) requests for production of documents on the other party. No request for production of documents shall contain subparts, or seek more than one type of document. Requests for production of documents may not be phrased so as to circumvent the effect of this clause. Unless the parties otherwise stipulate, requests for production of documents may not be served within sixty (60) days of the date of hearing, and all requests for production of documents shall be responded to within thirty (30) days of service of the requests.
- If any party contends that the other party has served discovery requests in a manner not permitted by this Section, or that the other party's response to a discovery request is unsatisfactory, the party may request the arbitrator(s) to resolve such discovery disputes. The arbitrator(s) shall prescribe the procedure by which such disputes are resolved.

10. Mediation The Company and Employee agree to attempt to resolve any dispute between the Parties by first submitting the dispute to mediation. If the parties cannot agree on a mediator, arbitration may be commenced, and the arbitrator shall appoint a mediator and the Parties are required to mediate before the issuance of any discovery.

EMPLOYEE:

AGUADO STONE, INC.

By: _____

Name: _____

Name: _____

Title: _____

Date Signed: _____

Date Signed: _____