

Pinnacle Peak **ACE** *Hardware & Paint*
 23623 N Scottsdale Rd. Scottsdale, AZ 85255
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PREEMPLOYMENT STATEMENT

(Please read carefully and sign the statement below)

I understand and agree that:

1. The information that I have provided on this application is true and complete to the best of my knowledge. My misrepresentation or omission of any fact in my application, resume, or any other materials, or during any interviews, can be justification of refusal of employment, or, if employed, termination from Pinnacle Peak Ace Hardware's employ.
2. Any offer of employment I may receive from Pinnacle Peak Ace Hardware is contingent upon my successful completion of the company's total pre-employment screening process, including the Company's receiving references that it considers satisfactory, and my satisfactory completion of any post offer, pre-employment medical examination that the Company may require. I also agree, if employed, to submit to a medical examination at any time at the company's request. I hereby consent to having the results of any post offer, pre-employment or post-employment medical exams I may be required to take disclosed to Pinnacle Peak Ace Hardware.
3. I understand that as a condition of employment, I may be required to undergo and successfully pass a screening for alcohol and/or drugs. I also understand and agree that, if employed, I may be required to submit to an alcohol or drug screening at any time at the discretion of Pinnacle Peak Ace Hardware. I hereby consent to having the results of any such alcohol or drug screening I may be required to undergo disclosed to Pinnacle Peak Ace Hardware.
4. I authorize and request that all of my present and former employers and those individuals I have listed as personal references furnish information about my employment record, including a statement of the reason for the termination of my employment, work performance, abilities, and other qualities pertinent to my qualifications for employment, hereby releasing them from any and all liability for damages arising from furnishing the requested information.
5. In consideration of my employment, I agree to comply with the policies, rules, regulations, and procedures of the company and understand that my employment and compensation can be terminated with or without cause or notice, at any time, at the option of either the Company or myself. I further understand that no manager or representative of the Company, other than the Managing Members, has any authority to enter into any agreement with me for employment for any specified period of time or to make any agreement different from or contrary to the foregoing. I further understand that any such agreement, if made, shall not be enforceable unless it is in writing and signed by me and by the individual designated above.

Signature_____

Date_____

FAIR CREDIT REPORTING ACT:
DISCLOSURE AND AUTHORIZATION STATEMENT

TO: ALL APPLICANTS FOR EMPLOYMENT
PLEASE READ CAREFULLY BEFORE SIGNING BELOW

In processing my application for employment, I understand that Pinnacle Peak Ace Hardware may obtain or have prepared a consumer or investigative consumer report for employment purposes, concerning my prior employment, education, credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, criminal background record, or mode of living.

I understand that upon written request to Pinnacle Peak Ace Hardware, I will be informed whether an investigative consumer report was requested and given full information as to the nature and scope of this investigation. (I understand that an investigative consumer report is a report in which information concerning my character, general reputation, personal characteristics, or mode of living, is obtained through personal interview with neighbors, friends, or associates with whom I am acquainted.)

By signing below, I am authorizing Pinnacle Peak Ace Hardware to obtain a consumer or investigative consumer report on me as part of the Company's pre-employment background screening process. If I am offered employment by Pinnacle Peak Ace Hardware, I further authorize the Company to obtain additional consumer or investigative consumer reports on me for employment purposes at any time during my employment.

By my signature below, I also acknowledge that Pinnacle Peak Ace Hardware has provided me with a summary of my rights under the federal Fair Credit Reporting Act. (A summary of such rights prepared by the Federal Trade Commission is on the back of this sheet.)

Name of applicant _____
(Please Print)

Signature of applicant _____

Date Signed: _____

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) is designed to promote accuracy, fairness, and privacy of information in the files of every “consumer reporting agency” (CRA). Most CRAs are credit bureaus that gather and sell information about you - such as if you pay your bills on time or have filed bankruptcy - to creditors, employers, landlords and other businesses. You can find the complete text of the FCRA, 15 U.S.C. 1681-1681u, at the Federal Trade Commission’s web site <http://www.ftc.gov>. The FCRA gives you specific rights as outlined below. You may have additional rights under state law. You may contact a state or local consumer protection agency or a state attorney general to learn those rights.

You must be told if information in your file has been used against you. Anyone who uses information from a CRA to take action against you - such as denying an application for credit, insurance, or employment - must tell you, and give you the name, address, and phone number of the CRA that provided the consumer report.

- **You can find out what is in your file.** At your request, a CRA must give you the information in your file, and a list of everyone who has requested it recently. There is no charge for the report if a person has taken action against you because of information supplied by the CRA, if you request the report within 60 days of receiving notice of the action. You also are entitled to one free report every twelve months upon request if you certify that (1) you are unemployed and plan to seek employment within 60 days, (2) you are on welfare, or (3) your report is inaccurate due to fraud. Otherwise, a CRA may charge you up to eight dollars.
- **You can dispute inaccurate information with the CRA.** If you tell a CRA that your file contains inaccurate information, the CRA must investigate the items (usually within 30 days) by presenting to its information source all relevant evidence you submit, unless your dispute is frivolous. The source must review your evidence and report its findings to the CRA. (The source also must advise national CRA - to which it has provided the data of any error.) The CRA must give you a written report of the investigation and a copy of your report if the investigation results in any change. If the CRA investigation does not resolve the dispute, you may add a brief statement to your file. The CRA must normally include a summary of your statement in future reports. If an item is deleted or a dispute statement is filed, you may ask that anyone who has recently received your report be notified of the change.

- **Inaccurate information must be corrected or deleted.** A CRA must remove or correct inaccurate or unverified information from its files, usually within 30 days after you dispute it. **However, the CRA is not required to remove accurate data from your file unless it is outdated (as described below) or cannot be verified.** If your dispute results in any change to your report, the CRA cannot reinsert into your file a disputed item unless the information source verifies its accuracy and completeness. In addition, the CRA must give you a written notice telling you it has reinserted the item. The notice must include the name, address and phone number of the information source.
- **You can dispute inaccurate items with the source of the information.** If you tell anyone - such as a creditor who reports to a CRA - that you will dispute an item, they may not then report the information to a CRA without including a notice of your dispute. In addition, once you've notified the source of the error in writing, it may not continue to report the information if it is, in fact, an error.
- **Outdated information may not be reported.** In most cases, a CRA may not report negative information that is more than seven years old; ten years for bankruptcies.
- **Access to your file is limited.** A CRA may provide information about you only to people with a need recognized by the FCRA - usually to consider an application with a creditor, insurer, employer, landlord, or other business.
- **Your consent is required for reports that are provided to employers, or reports that contain medical information.** A CRA may not give out information about you to your employer, or prospective employer, without your written consent. A CRA may not report medical information about you to creditors, insurers, or employers without your permission.
- **You may choose to exclude your name from CRA lists for unsolicited credit and insurance offers.** Creditors and insurers may use file information as the basis for sending you unsolicited offers of credit or insurance. Such offers must include a toll free phone number for you to call if you want your name and address removed from future lists. If you call, you must be kept off the lists for two years. If you request, complete, and return the CRA form provided for this purpose, you must be taken off the lists indefinitely.
- **You may seek damages from violators.** If a CRA, a user or (in some cases) a provider of CRA data, violates the FCRA, you may sue them in state or federal court.