



6800 SW JACK JAMES DRIVE  
STUART FL 34997  
772-221-9100 - 772-288-4993 (fax)



**EMPLOYMENT APPLICATION**

**EQUAL OPPORTUNITY EMPLOYER**

**IMPORTANT NOTICE TO APPLICANTS**

We consider applicants for all positions without regard to race, color, religion, creed, gender, national origin, age, disability, marital or veteran status, sexual orientation, or any other legally protected status. This application will remain valid for thirty (30) days from date indicated below (today's date). After that time, a new application must be completed in order to be considered for a job. In order to be hired, you must be willing to submit to a physical and urinalysis screening.

**GENERAL INFORMATION**

Name \_\_\_\_\_ Today's Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Physical Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
E-mail Address \_\_\_\_\_ Social Security Number \_\_\_\_-\_\_\_\_-\_\_\_\_  
Home Phone# \_\_\_\_\_ Cell Phone# \_\_\_\_\_  
Driver's License # & State \_\_\_\_\_  
If no driver's license, please state reason \_\_\_\_\_  
Do you have a passport? \_\_\_\_\_ If yes, enter passport number \_\_\_\_\_  
In case of emergency, notify \_\_\_\_\_ Phone \_\_\_\_\_

**Position Applied For:**

Position applied for: \_\_\_\_\_ Which Affiliated Company: \_\_\_\_\_  
Date you are available for work: \_\_\_\_\_ Expected Pay: \_\_\_\_\_

**EDUCATION**

Did you graduate from High School? Yes  No

If yes, give the name of High School: \_\_\_\_\_

Did you receive your GED? Yes  No

Did you attend Vocational Technical ("Vo-Tech")? Yes  No

If yes, give the name of Vo-Tech School: \_\_\_\_\_

Did you graduate from Vo-Tech? Yes  No

Please indicate Vo-Tech course studies? \_\_\_\_\_

**WORK EXPERIENCE**

List your last 5 jobs beginning with the first and ending with the last.

Employer / Address / Phone #	Date Hired	Date Termed	Last Held Position
Supervisor Name	Phone #	Last Pay Rate	Reason For Leaving

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Supervisor Name	Phone #	Last Pay Rate	Reason For Leaving

Have you ever worked here before? Yes  No  If yes, when? \_\_\_\_\_

Which company did you work for? \_\_\_\_\_ What was your position? \_\_\_\_\_

**PERSONAL REFERENCES**

List 2 references other than family members.

Name	City, State	Phone Number

**CITIZENSHIP**

Are you a United States Citizen? Yes  No

If no, do you have authorization to work in the United States? Yes  No

**CRIMINAL BACKGROUND INFORMATION**

Have you ever been convicted of a crime other than minor traffic offenses? Yes  No

*(Answering yes will not disqualify you from further consideration, but a false answer will.)*

Date	Nature of Conviction	City, State	Outcome

**U.S. MILITARY SERVICE**

Branch \_\_\_\_\_

Dates: From \_\_\_\_\_ To \_\_\_\_\_ Discharge Date: \_\_\_\_\_

Do you have any current military obligation? Yes  No

If yes, please explain: \_\_\_\_\_

**YOU WERE REFERRED TO US BY:**

Newspaper: \_\_\_\_\_

Employment agency: \_\_\_\_\_

Friend     Relative     Internet Website

American Custom Yacht Employee     Other \_\_\_\_\_

**APPLICANT CERTIFICATION**

**Note! You must read and sign below for this application to be considered!**

- I understand that this application shall be considered active for a period of time not to exceed 30 days. I understand that if I wish to be considered for employment beyond this time period, I must inquire as to whether or not applications are being accepted at that time.
- In consideration of my employment, I agree to comply with the policies, rules, regulations, and procedures of the company and, if requested, to sign the company's agreements relating to discoveries, inventions, and confidential information.
- In processing my application for employment, the company, its agents, and representatives may investigate all answers, statements, or other information contained in this application for employment as well as other information that may be discovered in the course of its investigation. I authorize each person or organization named in this application or discovered in the course of investigation to provide 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. Furthermore, I hereby release this organization and other persons and organizations named in this application or discovered in the course of investigation from all liability and for damage whatsoever incurred in providing, receiving, or investigating this application.
- I agree that any and all disputes arising out of or in the course of my employment will be filed and litigated exclusively in the federal district court, in which American Custom Yachts, Inc. resides and maintains its principal office.
- Any offer of employment I may receive from American Custom Yachts, Inc. 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 medical exams I may be required to take disclosed to American Custom Yachts, Inc.
- I agree that my employment with American Custom Yachts, Inc. is strictly "at will" and may be terminated 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 president, General Council, or other officer of the company, has the authority to enter into any agreement with me for employment for any unspecified 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 one of the individuals designated above.
- I hereby authorize American Custom Yachts, Inc., at the termination of my employment with American Custom Yachts, Inc. (assuming I am hired), to share any information concerning my employment with future prospective employers who call for job references, and waive any rights to said information.
- The answers to the above questions are true and correct to the best of my knowledge. Any false or misleading statements or any information which is intentionally excluded by me herein is grounds for immediate dismissal in which case any offer of employment will be considered null and void in its entirety.

I consent and agree that any and all disputes, claims, causes of action or lawsuits against my employer and or the owner of any property to which I am assigned (including any personal injuries arising out of my employment) shall be filed exclusively in the United States District court for the Southern District of Florida, West Palm Beach Division, and I understand and agree that the United States District court for Southern District of Florida, West Palm Beach Division shall be the exclusive forum for any and all such claims which may be asserted by me or on my behalf. In consideration for this agreement, my employer and the owners of any property to which I am assigned consent to the exclusive jurisdiction of the United States District court for the Southern District of Florida, West Palm Beach Division for any and all disputes, claims, causes of action or lawsuits brought by me or on my behalf arising out of or related to my employment (including any personal injury claims).

Signature of Applicant \_\_\_\_\_ Date Signed \_\_\_\_\_

# **DRUG AND ALCOHOL FREE WORK ENVIRONMENT POLICY**

## **IMPORTANT! PLEASE READ CAREFULLY!!**

To ensure a safe and productive work environment on our vessels and at all facilities of the company, to safeguard property of the company and its personnel and to adhere to the regulations of the United States Coast Guard and all Other applicable laws, American Custom Yachts, Inc., strictly prohibits the use, sale, transfer or possession of alcohol, drugs, drug paraphernalia, controlled substances, drug of chemical concern as declared by DEA, such as all herbal incense (K2, JWH-18, Mojo/Spice, etc.) or any mind altering substance on any company vessels, in/on any premises of the company, at any worksites, and while any employee is within the course and scope of his/her employment. Company vehicles, as well as private vehicles parked on the company's premises or worksites (including parking lots) are locations included within this prohibition. Additionally, the company strictly prohibits any employee from having any amount of alcohol, drugs, or controlled substances, drugs of chemical concern as declared by DEA, such as all herbal incense (K2, JWH-018, Mojo/Spice, etc.) or any mind altering substance present in his or her body while within the course and scope of his/her employment. Any employee found in violation of this policy is subject to disciplinary action, including immediate discharge. Furthermore, depending on the circumstances, other action, including notification of appropriate law enforcement agencies, may be taken against any employee who violates this policy.

Any non-employees aboard the Company's vessels or located on the Company's premises – visitors, contractors, etc – are expected to comply with this policy for a drug and alcohol free work environment, and if suspected to be in violation of it, may be removed from the Company's premises and denied future access.

The company will require all applicants for employment to submit to a urinalysis, hair analysis, breath, saliva, and/or blood test for drugs and/or alcohol as a pre-condition for employment. The company may also require any employee to submit to a urinalysis, hair analysis, breath, saliva, and/or blood test for drugs and/or alcohol in the following circumstances:

- Following an accident occurring within the course and scope of employment;
- Whenever there is reasonable suspicion to believe that an employee is using drugs or alcohol in violation of the company's policy;
- In the event of a company vessel accident, the entire crew will be given a urinalysis and/or blood test for drugs and /or alcohol;
- As part of periodic physical examinations; and,
- On a random selection basis and any other time deemed appropriate by the management of the company, without prior announcement.

Failure to submit to the tests noted above will result in disciplinary action, up to and including termination. Please note that all positive DOT tests will be forwarded to the appropriate regulatory agency, such as the United States Coast Guard, etc., which could result revocation of any documents held.

### ***APPLICANT CERTIFICATION***

I hereby acknowledge that I have read the foregoing policy and fully understand it. I further agree to abide by the policy and acknowledge that compliance with the policy is a condition of employment within the company.

<b>APPLICANT SIGNATURE</b>	<b>DATE SIGNED</b>

**APPLICANT DATA FORM - PREOFFER**

The federal government under Executive Order 11245 requires the company to report sex and race/ethnic origin of applicants for employment. Submission of information is voluntary, and failure to provide it will not subject you to any adverse treatment. Your cooperation is appreciated.

Name: \_\_\_\_\_  
*Last*
*First*
*MI*

Date of Application: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Position applied for: \_\_\_\_\_

Indicate your Gender:

- Male
- Female

Indicate your Ethnic Group:

- Hispanic or Latino
- Not Hispanic or Latino

Indicate Your Race:

- White (Not Hispanic or Latino)
- Black or African American (Not Hispanic or Latino)
- Asian (Not Hispanic or Latino)
- Native Hawaiian or Other Pacific Islander (Not Hispanic Or Latino)
- American Indian or Alaskan Native (Not Hispanic or Latino)
- Two or More Races

Decline to discuss ethnicity or race

<b>ETHNICITY AND RACE CATEGORIES</b>	<b>DESCRIPTIONS</b>
Hispanic or Latino	A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
White (Not Hispanic or Latino)	A person having origins in any of the original peoples of Europe, the Middle East, or North America
Black or African-American (Not Hispanic or Latino)	A person having origins of any of the black racial groups of Africa.
Asian (Not Hispanic or Latino)	A person with origins in any of the original people of the Far East, Southeast Asia or the Indian sub continental including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)	A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
American Indian or Alaskan Native (Not Hispanic or Latino)	A person having origins I any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
Two or More Races (Not Hispanic or Latino)	All persons who identify with more than one of the above five races.

American Custom Yachts, Inc. is an equal opportunity company and does not discriminate on the basis of race, color, sex, national origin, religion, age, disability or veteran status in admission or access to, or treatment or employment in, its programs and activities. Individuals who may have inquiries regarding the company’s policy and procedure should contact the Personnel Department at 772-221-9100.