

# Wickenburg Landscape and Irrigation, Inc.

"Where quality meets service"

51020 N. Hwy 60/89 Suite B  
 Wickenburg Arizona 85358  
 928-684-7165 (Office)  
 928-684-3839 (Fax)

PLEASE PRINT ALL  
 INFORMATION REQUESTED  
 EXCEPT SIGNATURE

51020 N. Hwy 60/89  
 Suite B Wickenburg,  
 Az. 85390

**APPLICATION FOR EMPLOYMENT**  
**APPLICANTS MAY BE TESTED FOR ILLEGAL DRUGS**

PLEASE COMPLETE PAGES 1-10. DATE \_\_\_\_\_

Name \_\_\_\_\_  
Last First Middle Maiden

Present address \_\_\_\_\_  
Number Street City State Zip

How long \_\_\_\_\_ Social Security No. \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Telephone ( ) \_\_\_\_\_

If under 18, please list age \_\_\_\_\_

Position applied for (1) \_\_\_\_\_  
 and salary desired (2) \_\_\_\_\_  
 (Be specific)

Employment desired  FULL-TIME ONLY  PART-TIME ONLY  FULL- OR PART-TIME

When available for work? \_\_\_\_\_

TYPE OF SCHOOL	NAME OF SCHOOL	LOCATION CITY / STATE	NUMBER OF YEARS COMPLETED	MAJOR & DEGREE
High School				
College				
Bus. or Trade School				
Professional School				

HAVE YOU EVER BEEN CONVICTED OF A CRIME?  No  Yes

If yes, explain number of conviction(s), nature of offense(s) leading to conviction(s), how recently such offense(s) was/were committed, sentence(s) imposed, and type(s) of rehabilitation. \_\_\_\_\_

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APPLICATION FOR EMPLOYMENT

DO YOU HAVE A VALID U.S. DRIVER'S LICENSE?  Yes  No

What is your means of transportation to work? \_\_\_\_\_

Driver's license  
number \_\_\_\_\_ State of issue \_\_\_\_\_  Operator  Commercial (CDL)  
Expiration date \_\_\_\_\_

Have you had any accidents during the past three years? How many? \_\_\_\_\_

Have you had any moving violations during the past three years? How Many? \_\_\_\_\_

OFFICE POSITIONS ONLY

Typing  Yes  No \_\_\_\_\_ WPM 10-key  Yes  No Word Processing  Yes  No \_\_\_\_\_ WPM

Personal Computer  Yes  No PC  Mac  Other Skills \_\_\_\_\_

List software used and level of proficiency (beginner, intermediate, or advanced).

Do you have any equipment experience?  No  Yes

If Yes please list type of equipment and length of experience:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please list two references other than relatives or previous employers.

Name _____	Name _____
Position _____	Position _____
Company _____	Company _____
Address _____	Address _____
_____	_____
Telephone ( ) _____	Telephone ( ) _____

An application form sometimes makes it difficult for an individual to adequately summarize a complete background. Use the space below to summarize any additional information necessary to describe your full qualifications for the specific position for which you are applying.

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**APPLICATION FOR EMPLOYMENT**

MILITARY

HAVE YOU EVER BEEN IN THE ARMED FORCES?       Yes    No  
 ARE YOU NOW A MEMBER OF THE NATIONAL GUARD?       Yes    No  
 Specialty \_\_\_\_\_ Date Entered \_\_\_\_\_ Discharge Date \_\_\_\_\_  
 Type of discharge \_\_\_\_\_

**Work Experience**      Please list your work experience for the **past five years** beginning with your most recent job held.  
 If you were self-employed, give firm name. **Attach additional sheets if necessary.**

Name of employer Address City, State, Zip Code Phone number	Name of last supervisor	Employment dates	Pay or salary
		From To	Start Final
Your last job title			

Reason for leaving (be specific)

List the jobs you held, duties performed, skills used or learned, advancements or promotions while you worked at this company.

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		From To	Start Final
Your Last Job Title			

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List the jobs you held, duties performed, skills used or learned, advancements or promotions while you worked at this company.

May we contact your present employer?  Yes  No

Did you complete this application yourself  Yes  No

If not, who did? \_\_\_\_\_

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## EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Wickenburg Landscape and Irrigation, Inc. (hereinafter referred to as "Wickenburg Landscape") whose address is 51020 Highway 60/89, Wickenburg, Arizona 85390, and the Employee whose signature appears below (hereinafter referred to as "EMPLOYEE").

Wickenburg Landscape IS ENGAGED IN THE BUSINESS of Landscape and Irrigation (hardscape and softscape) and Lighting systems. During the EMPLOYEE'S employment, Wickenburg Landscape will confide to the EMPLOYEE certain information concerning facts, techniques, trade secrets, methods, manuals, confidential information pertaining to customers, such as names, addresses, telephone numbers, prices, services, requirements as to dates and times of services, *et cetera*, and special knowledge concerning Wickenburg Landscape's businesses (and other businesses which Wickenburg Landscape may now operate in the future), which the EMPLOYEE would not otherwise obtain. The EMPLOYEE understands and agrees that the facts and information pertaining to Wickenburg Landscape's customers are valuable business assets and are confidential, would be invaluable in the hands of any competitor, and would irreparably damage Wickenburg Landscape's business and good will.

IN CONSIDERATION OF THE PROMISES of the EMPLOYEE hereinafter set forth, and his/her promises as stated herein, and upon such terms of compensation as shall be mutually agreed upon, which are hereby incorporated by reference, Wickenburg Landscape hereby employs the EMPLOYEE. THEREFORE, in consideration of the employment by Wickenburg Landscape and the mutual promises and agreements herein contained, the parties hereto agree as follows:

1. CONFIDENTIALITY. The EMPLOYEE understands and agrees that it would be extremely damaging to Wickenburg Landscape if confidential information were disclosed or made available, directly or indirectly, to another person, corporation, firm, business entity, competitor, or other third party. The EMPLOYEE agrees that he/she will not, at any time during his/her employment with Wickenburg Landscape or for a term of two (2) years after his/her employment with Wickenburg Landscape ceases: (a) directly or indirectly disclose any such confidential information to another person, corporation, firm, business entity, competitor, or other third party; or (b) in any manner copy, reproduce, record, make facsimiles of, abstract, summarize, remove, use, keep, or otherwise deal in or with such confidential information, except in each instance to the extent required during his/her employment with Wickenburg Landscape for the good faith performance of his/her job duties.
2. NO COMPETITION DURING EMPLOYMENT. The EMPLOYEE agrees that during the term of this Agreement, or during any employment with the company, that he will not either directly or through the activities or efforts of any third person, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity, engage or participate in any business that is in competition in any manner whatsoever with the business of Wickenburg Landscape or solicit work for or accept any business from any existing customer of Wickenburg Landscape on behalf of himself/herself or for others.

3. **COMPETITION AFTER TERMINATION.** The **EMPLOYEE** further agrees and promises as a part of this Agreement that for a period of two (2) years following termination of employment, voluntary or involuntary, the **EMPLOYEE** shall not for any reason, directly or indirectly, on behalf of himself/herself or others, or in conjunction or conspiracy with any person, partnership, joint venture, corporation, or other business entity, directly or indirectly do any of the following:
  - A. Use for his/her own purpose, divulge, disclose, or communicate in any manner whatsoever (to any outside third person, firm, or corporation) any confidential information affecting or relating to Wickenburg Landscape's business, facts, techniques, trade secrets, method, manuals, and special knowledge.
  - B. Induce, solicit, entice, or attempt to take away any of Wickenburg Landscape's employees.
  - C. Attempt to induce customers whom the **EMPLOYEE** called upon, catered to, or serviced during the last year (365 days) he/she was employed by Wickenburg Landscape to cease doing business in whole or in part or in any other manner, injure or attempt to injure Wickenburg Landscape's relationship with these customers.
  - D. The **EMPLOYEE** may compete with Wickenburg Landscape after leaving employment either as an individual business person or as an employee of another business entity. However, in doing so, the **EMPLOYEE** for a two (2) year period after termination of employment, must not, by himself/herself or through another business entity, either directly or indirectly, call upon, solicit, divert, service or take away any of Wickenburg Landscape's customers whom the **EMPLOYEE** called upon, serviced, or carried out any business relationship during any part of the last year (365 days), the **EMPLOYEE** was employed by Wickenburg Landscape. Any restriction under the immediately preceding sentence regarding the **EMPLOYEE** calling upon, servicing, or carrying out of any business relationship shall apply only to the County or Counties in which the **EMPLOYEE** personally worked for Wickenburg Landscape during the last year (365 days) of employment.
4. **INJUNCTIVE RELIEF.** **EMPLOYEE** agrees that in the event of a breach or threatened breach in whole or in part of this Agreement, then the **EMPLOYEE** consents to and agrees that Wickenburg Landscape is entitled to obtain an injunction, temporary and permanent, restraining the **EMPLOYEE** from violating any of the provisions of this Agreement. The **EMPLOYEE** specifically waives the defense that a remedy at law is adequate and hereby agrees that Wickenburg Landscape shall suffer irreparable harm if he violates any of the provisions herein. This injunctive relief, whether temporary, preliminary, or permanent, shall be in addition to any other remedies Wickenburg Landscape may elect to invoke against the **EMPLOYEE** for his breach in whole or in part of this Agreement.
5. **LIQUIDATED DAMAGES.** The parties agree that it would be impractical or extremely difficult to fix the total monetary loss resulting from a breach by the **EMPLOYEE** of any of the provisions of this Agreement. Therefore, the **EMPLOYEE** agrees that if he breaches any of the provisions of this Agreement, he shall pay to Wickenburg Landscape as liquidated damages, one hundred fifty percent (150%) of the existing annual sales to each customer or account lost by Wickenburg Landscape due to **EMPLOYEE'S** breach of this Agreement. Said sum is fair and is not a penalty or forfeiture, but is a portion of the recognized damages which will be sustained by Wickenburg Landscape. The **EMPLOYEE** shall be permitted to pay the liquidated damages amount in nine (9) monthly installments

beginning one (1) month after the earlier of either the date when the customer terminated the services of Wickenburg Landscape or when the EMPLOYEE, directly or indirectly, first began providing services to the customer. This provision for liquidated damages does not preclude equitable jurisdiction or injunctive relief.

6. **RETURN OF PROPERTY.** Upon termination of employment with Wickenburg Landscape all business related documents including, but not limited to records, notebooks, contracts leads or lead logs, sales materials, rate books, customer lists, certificates, and any and all other information or their related documents pertaining to Wickenburg Landscape's past, present, or potential customers, including copies of notations, whether prepared by the EMPLOYEE or others, shall be returned immediately to the person or place designated by Wickenburg Landscape. The EMPLOYEE shall also return at that time, any vehicles, keys, credit cards, identification cards, employment accessories, or the like, which may have been issued to the EMPLOYEE during the EMPLOYEE'S term of employment. The EMPLOYEE specifically agrees that, to the extent permitted by law, Wickenburg Landscape may deduct from his final paycheck the fair and reasonable value of any property not returned to Wickenburg Landscape.
7. **SEVERABILITY OF PROVISIONS AND REFORMATION.** It is the intent of the parties hereto that all of the provisions set forth herein are severable and independent. In the event any of the provisions should be held to be invalid or unenforceable, all other provisions shall remain in full force and affect. Any provision herein which is determined to be overly broad and restrictive by a competent court of law may be reformed to the extent necessary to be legally enforceable.
8. **TERMINATION AT WILL AND MISCELLANEOUS.** The parties to this Agreement expressly agree that the employment relationship created by this Agreement is at will and may be terminated by Wickenburg Landscape without cause or prior notice to EMPLOYEE. The parties expressly agree that the laws of the State where this Agreement was signed shall govern the validity, construction, interpretation, and effect of this Agreement.
9. **ATTORNEYS' FEES FOR BREACH.** Upon any lawsuit or suit in equity brought by Wickenburg to enforce the terms of this Agreement, the EMPLOYEE agrees to pay reasonable attorneys' fees, costs, and expenses incurred by Wickenburg Landscape in addition to all relief given to Wickenburg Landscape by the Court.
10. **NO MODIFICATION OTHER THAN IN WRITING.** The Employment Agreement shall remain in full force and effect during the EMPLOYEE'S entire employment with Wickenburg Landscape unless and until a new Employment Agreement is entered into in writing and signed by the parties. This Agreement shall apply to the EMPLOYEE even though his duties and compensation may change from time to time. No supervisor, manager, or other agent of Wickenburg Landscape is authorized to create a different employment relationship, agreement, modification, contract, or waiver of any provisions herein (either express or implied) with the EMPLOYEE, than that stated herein, and none will be recognized as valid, unless it is in writing, is designated as an Employment Agreement, and is signed by the EMPLOYEE and an authorized Wickenburg Landscape representative.
11. **PARTIES, SUCCESSORS, AND ASSIGNS.** As used through this Agreement: (a) the term Wickenburg Landscape shall include not only Wickenburg Landscape and Irrigation, Inc. but also as applicable,



any or all of its subsidiaries, whether now owned or acquired by it, and its successors and assigns; and (b) the terms “he”, “him”, shall in the case of a female employee, be deemed to mean “she”, “her”, and “hers” as the case may be. This Employment Agreement supercedes any previous Employment Agreement (either expressed or implied) entered into between Wickenburg Landscape and the EMPLOYEE.

IN WITNESS WHEREOF, those parties have executed this Employment Agreement in the City of Wickenburg, County of Maricopa, State of Arizona, the day and year herein first above written.

EMPLOYEE: \_\_\_\_\_

(Print Name)

\_\_\_\_\_

Wickenburg Landscape and Irrigation Inc.

\_\_\_\_\_

(Sign Name)

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

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PLEASE READ CAREFULLY

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**APPLICATION FORM WAIVER**

In exchange for the consideration of my job application by **Wickenburg Landscape and Irrigation, Inc.** (hereinafter called "the Company"), I agree that:

Neither the acceptance of this application nor the subsequent entry into any type of employment relationship, either in the position applied for or any other position, and regardless of the contents of employee handbooks, personnel manuals, benefit plans, policy statements, and the like as they may exist from time to time, or other Company practices, shall serve to create an actual or implied contract of employment, or to confer any right to remain an employee of the company, or otherwise to change in any respect the employment-at-will relationship between it and the undersigned, and that relationship cannot be altered except by a written instrument signed by the President /General Manager of the Company. Both the undersigned and may end the employment relationship at any time, without specified notice or reason. If employed, I understand that the Company may unilaterally change or revise their benefits, policies and procedures and such changes may include reduction in benefits.

I authorize investigation of all statements contained in this application. I understand that the misrepresentation or omission of facts called for is cause for dismissal at any time without any previous notice. I hereby give the Company permission to contact schools, previous employers (unless otherwise indicated), references, and others, and hereby release the Company from any liability as a result of such contact.

I also understand that (1) the Company has a drug and alcohol policy that provides for preemployment testing as well as testing after employment; (2) consent to and compliance with such policy is a condition of my employment; and (3) continued employment is based on the successful passing of testing under such policy. I further understand that continued employment may be based on the successful passing of job-related physical examinations.

I further understand that my employment with the Company shall be probationary for a period of sixty (60) days, and further that at any time during the probationary period or thereafter, my employment relation with the Company is terminable at will for any reason by either party.

**Signature of applicant** \_\_\_\_\_ **Date:** \_\_\_\_\_

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This Company is an equal employment opportunity employer. We adhere to a policy of making employment decisions without regard to race, color, religion, sex, sexual orientation, national origin, citizenship, age or disability. We assure you that your opportunity for employment with this Company depends solely on your qualifications.

Thank you for completing this application form and for your interest in our business.

## **WICKENBURG LANDSCAPE & IRRIGATION, INC. CONTROLLED SUBSTANCE/DRUG TESTING POLICY**

Wickenburg Landscape & Irrigation, Inc. is committed to providing a drug-free working environment both for safety and legal requirements. To meet this goal it is our intent to:

- A. Assure that employees are not impaired in their ability to perform assigned duties in a safe, productive and healthy manner
- B. Create a workplace environment free from the adverse effects of drug abuse and alcohol misuse.
- C. Prohibit the unlawful manufacture, distribution, dispensing, possession or use of controlled substances.
- D. Encourage employees to seek professional assistance any time personal problems, including alcohol or dependency, adversely affect their ability to perform their assigned duties, and
- E. Achieve the above objectives consistent with the need to protect and preserve the privacy and dignity of all employees.

It is prohibited to use or distribute any illegal substance or be under the influence of alcohol at the workplace. If you are requested to respond to an emergency this must be taken into consideration.

This policy applies to all employees of Wickenburg Landscape & Irrigation, Inc. Testing will be performed pre-employment, post accident, random and with reasonable suspicion. Post accident testing will be both drug and alcohol. Upon selection an employee is to report to an approved drug testing site immediately with escort. All employees will be required to submit to a controlled substance test at least once in a 12 month period. Refusal is considered a positive result.

A positive controlled substance test is a violation of this policy which will subject employee to disciplinary action up to and including termination.

Upon notification of a positive controlled substance test employee will be immediately suspended without pay until resolved. It is the intention of Wickenburg Landscape & Irrigation to help their employees address any problems and seek help therefore:

First offense, in the event of a positive result an employee has 3 days to file an appeal in writing if he so wishes. If an employee wishes to dispute the test the burden is upon him, this includes re-testing fees at an approved drug testing site. Employee will automatically be placed on a Leave of Absence for a period of up to two weeks. In the event an employee returns to duty follow-up testing will be conducted to monitor abstinence at the employee's expense once a month for an additional three months.

Second offence:

- A. In the event of a second positive result within a five-year timeframe, employee termination.
- B. In the event of a second positive result within a ten-year timeframe after five years of clean results an employee will be placed on a Leave of Absence for a period of up to 60 days. If employee wishes to dispute the test the burden is upon him, this includes re-testing fees at an approved drug testing site. In the event an employee returns to duty follow-up testing will be conducted to monitor abstinence at the employee's expense once a month for an additional six months.

Third offence, termination.

**Furthermore, it is the employee's responsibility to notify an employer within three days of anything that could affect his/her ability to perform assigned duties that occurs outside of the workplace. This includes but is not limited to the use of prescription drugs and unlawful criminal activity such as a felony or misdemeanor.**

**Employer Contact Person for purpose of this policy refers to Aaron Wolfe, President/CEO of Wickenburg Landscape & Irrigation, Inc.**

**Controlled Substance/Drugs for purpose of this policy means controlled substances or drugs to include cocaine, marijuana, opiates, amphetamines and phencyclidine.**

**Controlled Substance (or Drug) Test means a method for determining the presence of controlled substances using a third party and using a scientifically reliable method.**

**Random for purposes of this policy means employees will be asked to report to an approved drug testing site with no prior knowledge.**

**Reasonable Suspicion for purposes of this policy means a supervisor or above has reason to believe the policy is violated either by observable signs, symptoms or behaviors.**

**Post Accident for purposes of this policy means employees will be required to submit to both an alcohol and controlled substance test after an accident involving equipment or personnel.**

**Pre-employment, a pre-employment controlled substance test will be administered prior to employment.**

**ACKNOWLEDGMENT OF EMPLOYER'S DRUG AND ALCOHOL TESTING  
POLICY EFFECTIVE OCTOBER 6, 2008**

I, \_\_\_\_\_, the undersigned, hereby acknowledge that I have received a copy of Wickenburg Landscape & Irrigation, Inc. Controlled Substance/Drug Testing Policy.

I further understand that receipt of policy constitutes a legal notification of the contents, and that it is my responsibility to become familiar with and adhere to all provisions contained therein. I will seek and get clarifications for any questions from the employer contact person listed in the policy. I also understand that compliance with all provisions contained in the policy is a condition of my employment.

I further understand that the information contained in the approved policy dated \_\_\_\_\_ is subject to change, and that any such changes, or addendum, shall be disseminated to me.

\_\_\_\_\_  
**Signature of Employee**

\_\_\_\_\_  
**Date**

**Witness:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**