

MEXICAN RESTAURANTS, INC.

<u>EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER</u> Mexican Restaurants, Inc. does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, veteran status or status with any other group protected by federal, state or local laws.	<u>DRUG-FREE WORKPLACE</u> Mexican Restaurants, Inc. is committed to maintaining a drug-free workplace. Applicants and employees of Mexican Restaurants, Inc. may be subjected to periodic or random drug tests that are in compliance with federal and state laws.
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AUTHORIZATION

*PLEASE READ THE FOLLOWING CAREFULLY, INITIAL EACH PARAGRAPH, AND THEN SIGN BELOW.
PLEASE COMPLETE AND SIGN ANY SEPARATE DOCUMENTS WHICH MAY BE ATTACHED.*

PERSONALLY COMPLETED FORM HONESTLY AND ACCURATELY

By my signature below, I promise that I have personally completed this application. I declare under penalty of perjury that the information provided in this employment application (and accompanying resume, if any) is true and complete, and I understand that any false information or omissions may disqualify me from further consideration for employment, and may be justification for my dismissal from employment if discovered at a later date. I understand that any job offer will be conditional based on the satisfactory review of my qualifications including any and all background or drug screening which may be required. _____INITIALS

AUTHORIZATION TO OBTAIN INFORMATION

I voluntarily and knowingly authorize any present or past employer; supervisor; administrator; educational institution; law enforcement agency; state, local, or federal agency; private business; military branch; personal reference; and/or other persons; to give records or information they may have concerning my criminal history, educational history, employment (including character, earnings history and reasons for termination) or any other information requested by Mexican Restaurants, Inc. to determine my eligibility for employment. _____INITIALS

RELEASE

I voluntarily waive all recourse and release any company, individual or organization from liability for complying with any request from Mexican Restaurants, Inc. or agents of Mexican Restaurants, Inc. To obtain any information from any source whatsoever relating to my application for employment. I further release Mexican Restaurants, Inc. or any individual within Mexican Restaurants, Inc. regarding the use of any information received which may have bearing on my application for employment. Upon termination of my employment for whatever reason, I release this company from all liability for supplying any information concerning my employment to any potential employer. _____INITIALS

COMPLIANCE WITH RULES

If I become employed, I agree to comply with the rules, regulations, policies and procedures of Mexican Restaurants, Inc. _____INITIALS

AGREEMENT FOR ARBITRATION

By signing my application for employment, I agree that, in return for and as a condition of having my application for employment considered by Mexican Restaurants, Inc., that any dispute or claim that may arise between me and Mexican Restaurants, Inc., or its employees related to my application (including any decision not to employ me) or my employment (if I am hired) shall be subject to arbitration pursuant to Mexican Restaurants, Inc.'s dispute resolution policy. I understand that arbitration requires that any dispute that is not resolved by voluntary agreement must be submitted to arbitration for final determination and that I am waiving my right to bring a lawsuit and a jury trial with regard to any dispute. I also understand that arbitration is for the purpose of resolving disputes between me and the Company. As such, class actions and collective actions are not permissible under this Agreement, unless agreed upon by the Company and me in writing or as provided by law. For purposes of this agreement to arbitrate, arbitration shall be conducted before a neutral arbitrator agreed upon by the parties, independent from any organization and such an arbitration shall be conducted under the American Arbitration Association ("AAA") National Rules for the Resolution of Employment Disputes, unless the Parties agree to use other rules or procedures. I also understand that I may receive printed materials describing the dispute resolution policy of Mexican Restaurants, Inc. in detail by requesting it from Mexican Restaurants, Inc. If any of the foregoing terms of this Agreement to arbitrate are determined to be in violation of any law, rule or regulation or otherwise unenforceable, that determination shall not affect any of the remaining clauses of this agreement for arbitration. _____INITIALS

AT-WILL EMPLOYMENT

I understand and agree that nothing contained in this application, or conveyed during any interview which may be granted, or during my employment if hired, is intended to alter the at-will employment relationship with Mexican Restaurants, Inc. and I understand that, if I am hired, I can be terminated at any time, for any reason. _____INITIALS

I certify that all of the information provided by me on this Application is true and accurate and that I have read this Application for Employment above carefully and have been given the opportunity to consider the terms and effect on me. By my signature below, I voluntarily agree to be bound by the terms and conditions of this Application for Employment including but not limited to the Agreement to Arbitration.

Signature: _____

Print Name: _____

Date: _____