



*"You'll Appreciate the Difference!"*

## **TERRA TITLE COMPANY**

**A background investigation is required as a condition of employment for every new employee of Terra Title Company.**

- **Be sure that all information, including academic degrees and certifications, are clearly and correctly specified in the application. Academic achievement may be verified. If you do not have final confirmation of a degree or certification or have doubts on your status, do not state that a degree or certification has been earned.**
- **Be sure that you have included any conviction as outlined on page 6 of the application. You may only omit convictions that you have confirmed were removed from your record. If you don't have legal proof of a conviction being altered or removed, you should include it.**
- **Overtime is frequently a requirement at Terra Title Company. Be truthful when responding to the question on page 4 of the application *Will you work overtime?* So that we can make sure the job matches your ability to work the required hours.**

***Any misrepresentation or omission can result in the rejection of your application or in termination of your employment.***



# TERRA TITLE COMPANY

## Application for Employment Equal Opportunity Employer, M/F/V/D

To be considered an applicant for a position with Terra Title Company:

- You must fully complete this application form. Do not provide any information that is not requested on this form.
- You must meet the minimum requirements of the position for which you are applying or you will not be considered.
- Your application will be considered active for 60 days or until the job is filled. To be considered for employment after this time, you must reapply.

Receipt of this application does not imply that you will be employed.

Terra Title Company will be unable to offer employment or to continue employment if unacceptable information is discovered during the employment process or after employment begins. Unacceptable information can include, but is not limited to, convictions due to crimes of dishonesty, breach of trust, certain drug-related offenses, certain crimes of violence, other related crimes, and negative findings based on a consumer report or a consumer investigative report.

### Employment Procedure

- 1) Complete the application form, in your own handwriting, using **black** ink only.
- 2) Advise us if you need accommodation or assistance in completing the application or during any stage of the process.
- 3) Submit your completed application to the employment representative, including your resume, if available.
- 4) Competitive persons will be assessed, interviewed, and referred to the hiring manager as appropriate.

Personal Information				
First Name	MI/Middle Name	Last Name	Former name(s)	Social Security Number
Home Phone Number ( ) ( )	Work Number ( ) ( )	Page/Cell Phone Number ( ) ( )	Email Address	
Present Address	Number & Street - Include Apt.	City, State Zip	From	To
Please list all Previous Addresses for the last seven years				
Are you age 18 or older? <input type="checkbox"/> Yes <input type="checkbox"/> No	List any relatives (including domestic partner) currently employed by Terra Title Company. If none, write "none".			
Are you eligible to work legally in the U.S.? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name	Relationship/Job Title	Employment Location	
Are you subject to a non-competition, non-solicitation, or employment agreement from a former employer? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Job Requirements				
State the titles of up to two jobs for which you are applying	Job Title(s) 1.	Salary Requirements		
	2.			
Are you able to perform the essential functions of this position with or without accommodation? If you are not certain, review the job duties before answering this question. <input type="checkbox"/> Yes <input type="checkbox"/> No				
If applying for courier/runner position, are you willing to provide a DMV Driving Record Report? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Are you willing to sign a non-compete agreement with Terra Title Company? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Drug Screening may be required with this application. Drug Screening may be conducted randomly throughout employment. _____				
A Personality Index Profile may be required with this application or upon employment. _____				
What type of employment are you seeking? <input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Temporary	What specific hours and days of the week are you available for work? Do not state "any" or "all".			
Will you work overtime? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will you work weekends? <input type="checkbox"/> Yes <input type="checkbox"/> No	When are you available to begin work?		



**Education/Certification/Licensing (circle highest degree earned; include all dates)**

School Name	Your name when enrolled	School Location City/State	Degree Awarded?	Degree Obtained	Major	Dates of Attendance	Year Completed
High School or GED		/	<input type="checkbox"/> Yes <input type="checkbox"/> No			MM/YYYY / to /	MM/YYYY
Vocational School		/				MM/YYYY / to /	MM/YYYY
College		/				MM/YYYY / to /	MM/YYYY
Graduate School		/				MM/YYYY / to /	MM/YYYY
Other		/				MM/YYYY / to /	MM/YYYY
If currently enrolled, name of school				Current Level		Major Subject	Credit Hours

Are you planning to pursue further studies?  Yes  No  Day School  Night School

Certifications Earned or Current Business-Related Licenses	Issuing Organization/State	Date earned/Date License expires
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Employment Record**

**IMPORTANT INSTRUCTIONS: Complete all items below even if you have submitted a resume.** List your job history for the past ten years. **Begin with your current or most recent position.** Include self-employment, military service, temporary, summer, or part-time employment as well as any period(s) in which you were not employed and explain what you were doing during the periods of unemployment without disclosing any disability or potential disability. Use page 6 or attach additional sheets if necessary.

Company Name		Address		Company Web Site	
Name & Title of Supervisor		Supervisor's phone number ( )		<input type="checkbox"/> Full-time <input type="checkbox"/> Summer <input type="checkbox"/> Part-time <input type="checkbox"/> Other: _____	
				Dates of employment (MM/YYYY) From                      To	
Job Title		Supervisor's e-mail		Starting Salary              Final Salary \$                                      \$ Commission/Incentive: \$	
Briefly describe your duties			Reason for leaving (if still employed, why do you desire a change?)		

Are you currently employed with this company?  Yes  No

Company Name		Address		Company Web Site	
Name & Title of Supervisor		Supervisor's phone number ( )		<input type="checkbox"/> Full-time <input type="checkbox"/> Summer <input type="checkbox"/> Part-time <input type="checkbox"/> Other: _____	
				Dates of Employment (MM/YYYY) From                      To	
Job Title		Supervisor's e-mail		Starting Salary              Final Salary \$                                      \$ Commission/Incentive: \$	
Briefly describe your duties			Reason for leaving (if still employed, why do you desire a change?)		

**Employment Record (continued)**

Company Name		Address		Company Web Site	
Name & Title of Supervisor		Supervisor's phone number (    )	<input type="checkbox"/> Full-time <input type="checkbox"/> Summer <input type="checkbox"/> Part-time <input type="checkbox"/> Other: _____		Date of employment (MM/YYYY) From                      To
Job Title		Supervisor's e-mail		Starting Salary \$	Final Salary \$
				Commission/Incentive: \$	
Briefly describe your duties			Reason for leaving (if still employed, why do you desire a change?)		

Company Name		Address		Company Web Site	
Name & Title of Supervisor		Supervisor's phone number (    )	<input type="checkbox"/> Full-time <input type="checkbox"/> Summer <input type="checkbox"/> Part-time <input type="checkbox"/> Other: _____		Date of employment (MM/YYYY) From                      To
Job Title		Supervisor's e-mail		Starting Salary \$	Final Salary \$
				Commission/Incentive: \$	
Briefly describe your duties			Reason for leaving (if still employed, why do you desire a change?)		

Company Name		Address		Company Web Site	
Name & Title of Supervisor		Supervisor's phone number (    )	<input type="checkbox"/> Full-time <input type="checkbox"/> Summer <input type="checkbox"/> Part-time <input type="checkbox"/> Other: _____		Date of employment (MM/YYYY) From                      To
Job Title		Supervisor's e-mail		Starting Salary \$	Final Salary \$
				Commission/Incentive: \$	
Briefly describe your duties			Reason for leaving (if still employed, why do you desire a change?)		

Company Name		Address		Company Web Site	
Name & Title of Supervisor		Supervisor's phone number	<input type="checkbox"/> Full-time <input type="checkbox"/> Summer <input type="checkbox"/> Part-time <input type="checkbox"/> Other: _____		Dates of employment (MM/YYYY) From                      To
Job Title		Supervisor's e-mail		Starting Salary \$	Final Salary \$
				Commission/Incentive: \$	
Briefly describe your duties			Reason for leaving (if still employed, why do you desire a change?)		



**Conditions of Employment**

- A. I authorize the investigation of all statements contained in this application. I understand that misrepresentation or material omission of facts called for is cause for dismissal, whenever such falsification or omission is discovered. I authorize all my previous employers, including title companies and agencies, educational institutions and references to furnish any information concerning my personal character, habits, education, or employment records. I release all such persons from liability or damages incurred as a result of this inquiry and furnishing this information.
- B. In making this application for employment, I understand that the Company may obtain a consumer report, which is a report from a consumer reporting agency bearing on my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, which is typically in the form of a social security check, national criminal records check, verification of education, and verification of previous employment. I further understand that, depending on the position for which I am applying, the Company may obtain an investigative consumer report, which is a consumer report obtained through personal interviews with third parties such as family members, business associates, financial sources, friends, neighbors, or others with whom I am acquainted. I understand that I have certain rights with respect to these reports (as are more completely explained to me on the separate disclosure forms provided to me) including without limitation the right to make a written request within a reasonable period of time for a complete and accurate disclosure of the nature and scope of the investigation. I UNDERSTAND THAT ANY OFFER OF EMPLOYMENT IS CONTINGENT UPON THE COMPANY'S RECEIPT OF A CONSUMER REPORT OR CONSUMER INVESTIGATIVE REPORT THAT IS SATISFACTORY TO THE COMPANY. I FURTHER UNDERSTAND THAT IF THE COMPANY EMPLOYS ME, CONSUMER REPORTS MAY BE OBTAINED PERIODICALLY (AS PERMITTED BY LAW), AND FAILURE TO MEET THE COMPANY STANDARD MAY RESULT IN DISCIPLINARY ACTION, INCLUDING TERMINATION.
- C. I understand that employment, if offered, is subject to my satisfying the employment and eligibility requirements of the Immigration Reform and Control Act of 1986.
- D. I understand and agree that my employment is for no definite period and may be terminated by the Company or me at any time, for any reason, with or without cause or previous notice, regardless of the date of payment of my wages and salary. I also acknowledge that any offer of employment or my acceptance of any employment offer may be withdrawn for any reason at any time and without prior notice at the option of the Company or me. No one other than the Chairman, President, CEO, or COO of Terra Title Company can create a contract of employment either expressed or implied, except in writing, specifically to me. Should my employment be terminated, the Company may supply, in confidence, to any prospective employer, my complete record with no responsibility in connection herewith attaching to the Company or any member of its staff.
- E. I fully understand that because of the nature of the business conducted by the Company, all information, whether written, spoken or otherwise communicated or obtained, and all files and records of any and every description, relating to the business of the Company or to anyone with whom the Company has dealings, constitute privileged matters and are to be treated in a strictly confidential manner. I fully understand and agree that, should I enter the employ of the Company, I am not to, and will not at any time, communicate or reveal any business of the Company or any such information or records or files or the matters contained therein, to unauthorized personnel within the Company, nor to anyone outside the Company. I also understand that any violation of the foregoing shall be sufficient grounds for termination of my employment.
- F. If the Company employs me, I will comply with all rules, regulations, and directives. I further understand that these rules and regulations may be changed, interpreted, withdrawn, or added to by the Company at any time, at the Company's sole option and without any prior notice to me.
- G. I understand that during my employment, I may be asked to transfer to a different location within the Company.
- H. I agree not to work for attorneys, builders, real estate brokers, lenders, or competitors of Terra Title Company while employed by this Company without the consent of this Company.
- I. If employed, I agree that upon termination of my employment, I will return all Company property and records in my possession. In addition, I understand upon termination, whether voluntarily or involuntarily, any amounts owed to the company by me (including, but not limited to, amounts representing the value of Company equipment in my possession, used but not accrued vacation, and overpayments from the Company), may, subject to applicable laws, be deducted from my final paycheck or any amounts to which I may be entitled from the Company. I further agree that should any amounts owed to the Company by me exceed amounts owed by the Company to me, I will reimburse the Company for such excess amount.
- J. If employed, an employment agreement, including a non-compete agreement, may be required as a condition of employment. I am willing to sign a non-compete agreement for a period of 18 months in Washington, Iron & Kane Counties as a condition of employment. \_\_\_\_\_ Initials
- K. I agree to a drug screening test before employment. I understand that random drug screening tests may be conducted throughout my employment. \_\_\_\_\_ Initials
- L. I agree to the completion of a Personality Index Profile upon employment. \_\_\_\_\_ Initials
- M. Terra Title Company, an Equal Opportunity Employer, considers applicants for all positions without regard to race, color, religion, sex, national origin, veteran status, or, to the extent provided by law, age, marital status, any physical or mental disability or any other protected class as defined by Federal, State or Local Statutes.
- N. I understand that the receipt of this application does not imply that I will be employed.
- O. I have read in full and agree to abide by the above statements and conditions of employment if hired.

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

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

## **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to [www.ftc.gov/credit](http://www.ftc.gov/credit) or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment -- or to take another adverse action against you -- must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You must request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identify theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for additional information.
- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See [www.ftc.gov/credit](http://www.ftc.gov/credit) for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file are limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.ftc.gov/credit](http://www.ftc.gov/credit).
- **You must limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-800-5OPT-OUT (1-800-567-8688).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.ftc.gov/credit](http://www.ftc.gov/credit).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:**

<b>TYPE OF BUSINESS:</b>	<b>CONTACT:</b>
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word “National” or initials “F.S.B.” appear in federal institution’s name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 6-6 Washington, DC 20219 800-613-6743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington DC 20551 202-452-3693
Savings associations and federally chartered savings banks (word “Federal” or initials “F.S.B.” appear in federal institution’s name)	Office of Thrift Supervision Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words “Federal Credit Union” appear in institution’s name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System.	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2638 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board of Interstate Commerce Commission	Department of Transportation, Office of Financial Management Washington, DC 20590 202-720-7051
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051

## **A SUMMARY OF YOUR RIGHTS UNDER THE CALIFORNIA CONSUMER CREDIT REPORTING AGENCIES ACT**

The California Consumer Credit Reporting Agencies Act (the Act) requires that written disclosures by a consumer credit reporting agency contain a written summary of rights that the consumer has under the Act, which are outlined below.

- You have a right to obtain a copy of your credit file from a consumer credit reporting agency. You may be charged a reasonable fee not exceeding eight dollars (\$8). There is no fee, however, if you have been turned down for credit, employment, insurance, or a rental dwelling because of information in your credit report within the preceding 60 days. The consumer credit reporting agency must provide someone to help you interpret the information in your credit file.
- You have a right to dispute inaccurate information by contacting the consumer credit reporting agency directly. However, neither you nor any credit repair company or credit service organization has the right to have accurate, current, and verifiable information removed from your credit report. Under the Federal Fair Credit Reporting Act, the consumer credit reporting agency must remove accurate, negative information from your report only if it is over seven years old. Bankruptcy information can be reported for 10 years.
- If you have notified a consumer credit reporting agency in writing that you dispute the accuracy of information in your file, the consumer credit reporting agency must then, within 30 business days, reinvestigate and modify or remove inaccurate information. The consumer credit reporting agency may not charge a fee for this service. Any pertinent information and copies of all documents you have concerning an error should be given to the consumer credit reporting agency. If reinvestigation does not resolve the dispute to your satisfaction, you may send a brief statement to the consumer credit reporting agency to keep in your file, explaining why you think the record is inaccurate. The consumer credit reporting agency must include your statement about disputed information in a report it issues about you.
- You have a right to receive a record of all inquiries relating to a credit transaction initiated in 12 months preceding your request. This record shall include the recipients of any consumer credit report. You may request in writing that the information contained in your file not be provided to a third party for marketing purposes.
- You have a right to place a “security alert” in your credit report, which will warn anyone who receives information in your credit report that your identity may have been used without your consent and that recipients of your credit report are advised, but not required, to verify your identity prior to issuing credit. The security alert may prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that taking advantage of this right may delay or interfere with the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, insurance, rental housing, employment, investment, license, cellular phone, utilities, digital signature, Internet credit card transaction, or other services, including an extension of credit at point of sale. If you place a security alert on your credit report, you have a right to obtain a free copy of your credit report at the time the 90-day security alert period expires. A security alert may be requested by calling the following toll-free telephone number: 1-800-685-1111.
- You have a right to place a “security freeze” on your credit report, which will prohibit a consumer credit reporting agency from releasing any information in your credit report without your express authorization. A security freeze must be requested in writing by certified mail. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, insurance, government services or payments rental housing, employment, investment, license, cellular phone, utilities, digital signature, Internet credit card transaction, or other services, including an extension of credit at point of sale.

## **A Summary of Your Rights Under the California Consumer Credit Reporting Agencies Act, cont'd**

When you place a security freeze on your credit report, you will be provided a personal identification number or password to use if you choose to remove the freeze on your credit report or authorize the release of your credit report for a specific party or period of time after the freeze is in place. To provide that authorization you must contact the consumer credit reporting agency and provide all the following:

- (1) The personal identification number or password.
- (2) Proper identification to verify your identity.
- (3) The proper information regarding the third party who is to receive the credit report or the period of time for which the report shall be available.

A consumer credit reporting agency must authorize the release of your credit report no later than three business days after receiving the above information. A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account, that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- You have a right to bring civil action against anyone, including a consumer credit reporting agency, which improperly obtains access to a file, knowingly or willfully misuses file data, or fails to correct inaccurate file data.