

APPLICATION FOR EMPLOYMENT TO:

**Frogman Charters, Inc., Kahikolu Ltd., Idle Wild Charters, Inc. and/or
Frogman Marketing LLC (collectively, the "Company")
150 Lahainluna Road
Lahaina, HI 96761
8-24-2016**

INSTRUCTIONS: Please complete all portions of this employment application to be considered for employment. If you require accommodation during the employment application process, including assistance in the completion of this employment application, please let us know. We are an equal opportunity employer. We do not discriminate on the basis of age, race, sex, religion, color, national origin, ancestry, marital status, disability, sexual orientation, lactation, arrest and court record or any other protected category recognized by state and federal laws.

PERSONAL INFORMATION

NAME (LAST NAME FIRST)				
HAVE YOU EVER USED ANY OTHER NAMES? IF SO, PLEASE PRINT. (For background and criminal check)				
PRESENT ADDRESS		APT. NO.	CITY	STATE
				ZIP
PHONE	UPON HIRE, YOU WILL BE REQUIRED TO PRESENT PROOF OF AGE, AUTHORIZATION TO WORK AND YOUR SOCIAL SECURITY NUMBER.	CAN YOU, AFTER EMPLOYMENT, SUBMIT VERIFICATION OF YOUR LEGAL RIGHT TO WORK IN THE UNITED STATES? <input type="checkbox"/> YES [NOTE: If offered employment you will be required to submit documentation required by IRCA.] <input type="checkbox"/> NO		
CELL:				
E-MAIL:				

DESIRED EMPLOYMENT

DESIRED POSITION*		DATE YOU CAN START	SALARY DESIRED
HAVE YOU EVER APPLIED FOR EMPLOYMENT AT THIS COMPANY BEFORE? <input type="checkbox"/> YES <input type="checkbox"/> NO	WHERE?	WHEN?	
HAVE YOU EVER WORKED FOR THIS COMPANY BEFORE? <input type="checkbox"/> YES <input type="checkbox"/> NO	WHERE?	WHEN?	
WHO REFERRED YOU TO THIS COMPANY? <input type="checkbox"/> RELATIVE _____ <input type="checkbox"/> EMPLOYMENT AGENCY <input type="checkbox"/> NEWSPAPER ADVERTISEMENT <input type="checkbox"/> FRIEND <input type="checkbox"/> STATE EMPLOYMENT OFFICE <input type="checkbox"/> COLLEGE PLACEMENT SERVICE <input type="checkbox"/> WALK IN <input type="checkbox"/> OTHER			
APART FROM RELIGIOUS OBSERVANCES, WILL YOU BE ABLE TO WORK ALL OTHER TIMES? <input type="checkbox"/> YES <input type="checkbox"/> NO			

**NOTE: If hired, you will be required to perform work as required by the Company.*

EDUCATION

SCHOOL LEVEL	NAME AND LOCATION OF SCHOOL	DID YOU GRADUATE?	SUBJECTS STUDIED
HIGH SCHOOL			
COLLEGE			
OTHER			

FORMER EMPLOYERS

Please account for the last ten years of employment.

FOR EACH EMPLOYER, YOU MUST ANSWER ALL QUESTIONS. USE ADDITIONAL PAPER IF NECESSARY.

NAME OF PRESENT OR LAST EMPLOYER			
ADDRESS		CITY	STATE
STARTING DATE		DATE LAST WORKED	JOB TITLES
WEEKLY STARTING SALARY/HOURLY RATE	WEEKLY FINAL SALARY/HOURLY RATE	MAY WE CONTACT YOUR SUPERVISOR? <input type="checkbox"/> YES <input type="checkbox"/> NO IF NO, WHY?	
NAME OF SUPERVISOR		TITLE	EMPLOYER'S PHONE NUMBER
DESCRIPTION OF WORK			
REASON(S) FOR LEAVING			

NAME OF PRESENT OR LAST EMPLOYER			
ADDRESS		CITY	STATE
STARTING DATE		DATE LAST WORKED	JOB TITLES
WEEKLY STARTING SALARY/HOURLY RATE	WEEKLY FINAL SALARY/HOURLY RATE	MAY WE CONTACT YOUR SUPERVISOR? <input type="checkbox"/> YES <input type="checkbox"/> NO IF NO, WHY?	
NAME OF SUPERVISOR		TITLE	EMPLOYER'S PHONE NUMBER
DESCRIPTION OF WORK			
REASON(S) FOR LEAVING			

NAME OF PRESENT OR LAST EMPLOYER			
ADDRESS		CITY	STATE
STARTING DATE		DATE LAST WORKED	JOB TITLES
WEEKLY STARTING SALARY/HOURLY RATE	WEEKLY FINAL SALARY/HOURLY RATE	MAY WE CONTACT YOUR SUPERVISOR? <input type="checkbox"/> YES <input type="checkbox"/> NO IF NO, WHY?	
NAME OF SUPERVISOR		TITLE	EMPLOYER'S PHONE NUMBER
DESCRIPTION OF WORK			
REASON(S) FOR LEAVING			

NAME OF PRESENT OR LAST EMPLOYER			
ADDRESS		CITY	STATE
STARTING DATE		DATE LAST WORKED	JOB TITLE
WEEKLY STARTING SALARY	WEEKLY FINAL SALARY	MAY WE CONTACT YOUR SUPERVISOR? <input type="checkbox"/> YES <input type="checkbox"/> NO	
NAME OF SUPERVISOR		TITLE	EMPLOYER'S PHONE NUMBER
DESCRIPTION OF WORK			
REASON(S) FOR LEAVING			

REFERENCES

GIVE THE NAMES OF THREE PERSONS YOU ARE NOT RELATED TO, WHOM YOU HAVE KNOWN AT LEAST ONE YEAR AND WHOM WE CAN CONTACT.

	NAME	ADDRESS	YEARS KNOWN	PHONE NUMBER
1				
2				
3				

JOB SKILLS, QUALIFICATIONS AND EMPLOYMENT GAPS

SUMMARIZE YOUR JOB SKILLS, TRAINING AND/OR STUDY THAT ARE RELEVANT FOR THE DESIRED POSITION. ALSO, EXPLAIN ANY PERIODS THAT YOU WERE NOT WORKING. USE BACK OF PAPER IF NECESSARY.

EMERGENCY CONTACTS

Name & Phone Number: _____

Name & Phone Number: _____

CERTIFICATION

PLEASE READ CAREFULLY BEFORE SIGNING

- A. I certify that the information contained in the Employment Applications completed in conjunction with this Certification is true and correct. I understand that any false or misleading statements or omissions regarding this application, whenever discovered, are grounds for disqualification from further consideration or for dismissal from employment.
- B. I understand that **MY EMPLOYMENT IS AT-WILL AND CAN BE TERMINATED AT ANY TIME AND FOR ANY REASON WITH OR WITHOUT ADVANCE NOTICE.** I understand and agree that any future changes in my title, duties, compensation, working conditions, and/or the company's benefits, policies and procedures will not alter our at-will relationship and/or our Employment Arbitration Agreement (below).
- C. I understand and agree that any agreement to employ me for any specified period of time or to modify terms and conditions of my employment must be in writing, and I will not rely upon any other representations.
- D. I understand and agree that the Company may make a full and complete investigation of my personal or employment history, and authorize any former employer, person, firm, corporation, school, government agency, or other entity to provide the Company with any information (including fact or opinion) they may have regarding me. In consideration of the Company's review of this application, I release the Company and all providers of any information from any liability which may arise as a result of furnishing and receiving this information, with the exception of any liability arising from a violation of the Fair Credit Reporting Act ("FCRA"). I understand and agree that if offered employment by the Company, any such employment offer shall be dependent upon the receipt of satisfactory references as determined by the Company. If employed by the Company, I further authorize the Company to provide truthful information (including fact or opinion) regarding my employment to any potential or future employer and release and waive any claims against the Company for truthfully communicating any such information to a potential or future employer.
- E. I understand and agree that I may be required to submit to drug testing and a complete post-offer medical examination as part of my application for employment. I also understand and agree that I may be required to submit to a complete medical examination during my employment with the Company, provided that such examination is job-related and consistent with business necessity. The cost of such examination will be paid by the Company. I authorize the physician conducting the examination and any laboratory testing any specimen obtained by the physician or collection site to disclose the results of the examination and the laboratory test to the Company in accordance with state and/or federal laws. The Company will keep such results confidential and disclose the results only to persons who need to know or where required by law. Also, I agree to fully cooperate and provide the Company with any additional consent(s) and/or release(s) as required by the Company to investigate my Employment Applications completed in conjunction with this Certification.
- F. I agree that the Company may inquire into and consider any criminal conviction record that I may have after it makes a conditional offer of employment. The Company may withdraw a conditional employment offer if I have a criminal conviction record which bears a rational relationship to the duties and responsibilities of the position for which I am applying. Any criminal conviction record that is more than 10 years old (excluding periods of incarceration) or that involves certain Family Court matters will not be considered.
- G. I understand and agree that if offered employment by the Company, I may be required to disclose military service information in accordance with law, and that any such employment offer shall be dependant upon the receipt of a satisfactory military record as determined by the Company.
- H. I understand that if offered employment, I will, as a condition of employment, be required to submit proof of my identity and legal right to work in the United States within three (3) days of being hired or on my first day of employment. If the position applied for requires.
- I. If the position applied for requires driving in the course of work, I understand that I will be required to possess a current and valid driver's license, recognized by the State of Hawaii. I understand that I will be required to provide a copy of my official driving record and proof of insurance. I also understand that any offer of employment is contingent on my ability to be covered by the Company's insurance, if required for my position.
- J. For positions of crew on Company vessels, I understand I will be required, as a condition of continued employment, to be or become certified in CPR, First Aid, and Water Safety, by no more 45 days after hire. I understand failure to become and maintain certification in CPR, First Aid, and Water Safety; first, removal from the work schedule and second, if rectification is not completed with in 30 days, be considered a voluntary resignation of employment.
- K. I understand and agree that all of the foregoing terms and conditions will become part of my employment relationship with the Company if I am employed by the Company.

Signature: _____

Date: _____

**DISCLOSURE AND AUTHORIZATION
TO OBTAIN CONSUMER REPORT**

In order to evaluate you for hiring, promotion, reassignment, transfer, retention in employment, or other employment-related purposes, the Company may decide to obtain a consumer report bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living. However, no consumer report will be obtained by the Company for employment purposes without your prior written authorization.

I hereby acknowledge that the Company has disclosed in writing that it may obtain a consumer report bearing on my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living for employment purposes. I hereby authorize the Company and its representatives and agents to obtain a consumer report bearing on my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living.

Signature: _____ Date: _____

EMPLOYMENT ARBITRATION AGREEMENT

In exchange for the Company's consideration of my application for employment and to avoid the delay and expense involved in litigation before state or federal courts, the Company and I understand and agree that any claim or dispute arising out of or relating to my recruitment, hiring, employment, employment benefits, or termination from employment with the Company (if I am hired) shall be subject to final and binding arbitration, pursuant to the Federal Arbitration Act 9, U.S.C. §1 et seq. and the Hawai'i Arbitration Act. Claims which must be arbitrated under this Agreement include, but are not limited to: (1) any and all claims based on common law, whether in tort or contract; (2) any employment discrimination, harassment, or retaliation claims based on federal or state law including but not limited to Title VII, ADEA and ADA; (3) claims for violation of the Family Medical Leave Act; (4) claims for violation of the Fair Labor Standards Act; (5) claims for whistleblowing or violation of public policy; (6) any claim based on state or federal statute; (7) any claim based on any state or federal constitutional provision; and (8) any amendments or modifications to such laws.

Signature: _____ Date: _____