



APPLICATION FOR EMPLOYMENT

(Revised 10/21/08)

Houdini, Inc. / Wine Country Gift Baskets (Houdini) is an equal opportunity employer and will consider all applicants without regard to race, color, age, disability, national origin, gender, sex, sexual orientation, marital status, religion, ancestry, gender, citizenship, veterans status, and any other class which is protected under Federal, State or Local Law.

NAME: _____ DATE: _____
(LAST) (FIRST) (MIDDLE)

CURRENT ADDRESS: _____
(NO.) (STREET) (CITY) (STATE) (ZIP)

TELEPHONE NO. () _____ How were you referred to Houdini?
AREA CODE (e.g. friend, newspaper, etc.) _____

1. Position applied for: _____ Rate of pay desired \$ _____ per _____

Are you seeking: Regular or _____ Full-time or _____ What hours are you
 Temporary Work? _____ Part-time work? _____ available to work? _____

Have you ever previously worked for Houdini? Yes _____ No _____ If Yes, please specify dates: _____

2. EDUCATIONAL BACKGROUND

| TYPE OF SCHOOL | NAME AND ADDRESS | # YEARS ATTENDED | GRADUATE? | COURSE/MAJOR |
|-------------------|------------------|------------------|------------|--------------|
| High School | | | Yes__ No__ | |
| College | | | Yes__ No__ | |
| Post Graduate | | | Yes__ No__ | |
| Business or Trade | | | Yes__ No__ | |
| Other | | | Yes__ No__ | |

3. RECORD OF PREVIOUS EMPLOYMENT

| Employer | | Dates Employed | | Work Performed |
|---------------------|------------|--------------------|-------|----------------|
| Address | | From | To | |
| Telephone Number(s) | | Hourly Rate/Salary | | |
| Job Title | Supervisor | Starting | Final | |
| Reason for Leaving | | | | |
| Employer | | Dates Employed | | Work Performed |
| Address | | From | To | |
| Telephone Number(s) | | Hourly Rate/Salary | | |
| Job Title | Supervisor | Starting | Final | |
| Reason for Leaving | | | | |
| Employer | | Dates Employed | | Work Performed |
| Address | | From | To | |
| Telephone Number(s) | | Hourly Rate/Salary | | |
| Job Title | Supervisor | Starting | Final | |
| Reason for Leaving | | | | |

MAY WE CONTACT THE EMPLOYERS LISTED ABOVE? Yes ___ No ___ CURRENT EMPLOYER? Yes ___ No ___

If not, indicate which one(s) you do not wish us to contact: _____

4. Are you over the age of 18? Yes ___ No ___

5. In order to verify your prior work experience and education, have you ever used another name, nickname or alias? Yes ___ No _____. If yes, identify name(s) and relevant date(s): _____

6. Have you ever been dismissed or forced to resign from any employment? Yes ___ No ___ If yes, please explain: _____

7. Can you perform the essential duties of the job in which you wish to be employed, with or without reasonable accommodations? Yes ___ No ___

8. Have you ever been convicted of a felony or misdemeanor? Yes ___ No ___

If "Yes", please provide in the space provided below (and additional pages if necessary) for each criminal conviction, the nature of the offense, the dates of incarceration, the sentence imposed, and any information about your rehabilitation and good conduct since the conviction. **Applicants should omit references to (1) an arrest, detention, or disposition regarding any violation of law in which no convictions resulted; and (2) any convictions which have been sealed, expunged, or statutorily eradicated.** Please omit references to convictions under Health and Safety Code sections 11357(b) or (c), 11360(c), 11364, 11365 or 11550, or any statutory predecessor thereof, related to marijuana which occurred two or more years ago, and to any pre-trial or post-trial diversion program.

Are you currently awaiting trial for any criminal offense? Yes ___ No ___

If "Yes", please provide in the space provided below (and additional pages if necessary)

NOTE: A conviction record or pending charge will not necessarily be a bar to employment. In assessing that record, factors such as age at time of offense, seriousness and nature of the violation, rehabilitation and the relationship of the offense to employment will be taken into account.

9. If hired, do you have a reliable means of transportation to get to work? Yes ___ No ___

10. Are you legally eligible to work in this country? Yes ___ No ___

11. Please See Page 3

Please read carefully before signing this application
PLEASE REVIEW YOUR FORM TO BE SURE THAT YOU HAVE PROVIDED
AN ANSWER TO EVERY ITEM.

I understand that this application is not intended to be a contract of employment. In the event of my employment by Houdini, I agree to abide by all present and subsequently issued rules by Houdini.

I certify that the answers given by me to the foregoing questions and statements are true and correct, and I authorize investigation of all information requested or contained in this application and/or in my resume, as well as any statements made by me during interviews. I understand that any misleading or incorrect statements may be cause for denial or termination of my employment and that Houdini shall not be liable in any respect if my employment is so denied or terminated because of false, misleading, or incorrect statements, answers or omissions made by me in this application.

I understand and agree that, if I am employed by Houdini, my employment with Houdini will be on an "at will" basis, meaning that my employment can be terminated, with or without cause and with or without notice, at any time at the option of Houdini or at my option. I understand that this at will status can only be modified by a written agreement signed by both me and the Governing Committee of Houdini, and that no partner, manager, supervisor, or representative of Houdini has authority to enter into any agreement for employment for definite period of time, or to make any agreement contrary to the foregoing. I further understand that neither oral representations of Houdini nor subsequent conduct of Houdini (such as increases in compensation, length of service, performance reviews, commendations or any other factors) will change the at will status.

I understand and agree that, if I am employed by Houdini, the terms and conditions of my employment, including but not limited to compensation, benefits, duties, location, job category, job description, working conditions, and other attributes of employment (excepting only at-will status) can be changed by Houdini, in its sole and absolute discretion, at any time, upon reasonable notice.

I authorize Houdini to contact the employers listed on this application form and/or on my resume, unless checked otherwise on this application, and further authorize such employers to release any information concerning me as they deem appropriate. I release and forever discharge Houdini, its agents and employees, and the above named employers, their agents or employees, from any and all liability, suits, or causes of action arising in any manner from Houdini contacting such employers. I understand that this release prevents me from instituting any claim, lawsuit or other legal action based upon any information any employer may provide to Houdini.

I also understand that all offers of employment are conditioned on the provision of satisfactory proof of an applicant's identity and legal authority to work in the United States and the satisfactory review of references.

I understand and agree that, if employed by Houdini, I will sign a written Agreement to Arbitrate Disputes. I agree that any claim or dispute relating to or arising out of my employment, or the termination of my employment, will be submitted to binding arbitration and resolved in accordance with then-current Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association. I understand that by agreeing to resolve disputes through arbitration, I am giving up my right to a trial in a court of law and my right to a trial by jury.

Signature of Applicant _____

Date _____