

PLEASE READ CAREFULLY AND COMPLETELY

APPLICATION FORM WAIVER

In exchange for the consideration of my job application by Shorty’s Rental & Feed, LLC (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 Shorty’s Rental & Feed, 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 Shorty’s Rental & Feed 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 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 contract.

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 understand that, in connection with the routine processing of your employment application, the Company may request from a consumer reporting agency an investigative consumer report including information as to my credit records, character, general reputation, personal characteristics and mode of living. Upon written request from me, the Company will provide me with additional information concerning the nature and scope of any such report requested by it.

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

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 SOLEY ON YOUR QUALIFICATIONS.

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