

Confidentiality and Non-diversion Agreement

This confidentiality and non-diversion agreement (the "Agreement") by and between The Refinishing Touch, Inc. and _____ (together with The Refinishing Touch, the "Parties" and each a "Party"), is entered into as of _____. The Parties hereby agree as follows:

1. Proprietary Information. The Parties understand and agree that, in the course of discussions regarding potential business arrangements between them, each Party may have access to confidential information of the other Party including, but not limited to, financial plans and records, marketing plans, business strategies and relationship with third parties, client lists, present and proposed products, trade secrets, computer software programs and descriptions of functions and features of software, source code, information regarding customers and suppliers, founders, employees and affiliates, whether tangible or intangible and in whatever written or verbal medium provided, and whether furnished before or after the date of this Agreement ("Proprietary Information").

Notwithstanding the foregoing, Proprietary Information shall not include any information to the extent it: (i) is or becomes a part of the public domain through no act or omission on the part of the receiving Party; (ii) is disclosed to the receiving Party by a third party having no obligation of confidentiality with respect thereto; or (iii) is released from confidential treatment by written consent of the disclosing Party.

2. Exclusive Ownership.

a. Each Party's Proprietary Information is and shall remain the exclusive property of that Party.

b. Neither Party grants to the other Party, and the Agreement does not imply that either Party grants to the other Party, any license to any Proprietary Information under any patent, copyright, mark or other intellectual property rights.

3. Confidentiality.

a. Each Party shall at all times maintain and keep the confidentiality of the other Party's Proprietary Information and shall not copy, publish or disclose, or use for the benefit of itself or any other person, firm, association or corporation without the prior written consent of the other Party or authorize its respective officers, directors, employees, agents or subcontractors to copy, publish or disclose, any Proprietary Information to any third party, except as may be required by law or governmental regulations or in connection with any legal or governmental regulatory proceeding; provided, however, that prior to any such exceptional disclosure of the other Party's Proprietary Information, the disclosing Party shall inform the other Party of the requirement to disclose that Party's Proprietary Information.

b. Each Party shall inform its respective officers, directors, employees, agents and subcontractors of the non-disclosure requirements set forth in this Agreement and provide to such officers, directors, employees, agents and subcontractors the other Party's Proprietary Information only on a need-to-know basis.

This Section 3 shall survive the termination of this Agreement for a period of three years.

4. Non-diversion. Each Party shall not use the other Party's Proprietary Information for any purpose that is not previously authorized by the other Party. This Section 4 shall survive the termination of this Agreement for a period of three years.

a period of three years.

5. Term. The term of this Agreement is two years from the date first written above.
6. Return of Proprietary Information. Each Party shall return the other Party's Proprietary Information and any physical copies to the other Party and shall destroy any electronic copies of any such materials at the earlier of the termination of this Agreement or the other Party's request.
7. Disclaimer. Nothing contained in this Agreement or in any Proprietary Information shall constitute any express or implied warranty of any kind, including any warranty of merchantability, fitness for a particular purpose, or non-infringement of any patent, copyright, mark or other intellectual property with respect to the Proprietary Information. Neither the disclosing Party, nor its officers, directors, employees, agents or subcontractors, will be liable to the receiving Party under this Agreement, whether in contract or tort (including negligence and strict liability), for any loss of profits, loss of goodwill, direct or indirect damages or other special, punitive, exemplary, incidental or consequential damages suffered by the receiving Party with respect to the use by the receiving Party of any of the disclosing Party's Proprietary Information.
8. Remedies. In the event of a breach or threatened breach of this Agreement by a Party, including by its officers, directors, employees, agents or subcontractors, the other Party will have no adequate remedy in monetary damages and, accordingly, shall be entitled, in addition to any other right and remedies it may have in law or in equity, to an injunction against such breach, without the posting of any bond or other security, to enjoin and restrain the breaching Party from any violation or threatened violation of this Agreement.
9. Assignment. Neither Party may assign or transfer this Agreement, or otherwise dispose of any rights or delegate any obligations under this Agreement, without the prior written consent of the non-assigning Party.
10. Waiver. The failure or delay of either Party to insist, in any one or more instances, upon performance of any of the terms, covenants and conditions of this Agreement, or to exercise any right, power or privilege under this Agreement, shall not be construed as a waiver of future performance of any such term or condition or other term or condition.
11. Governing Law. This Agreement and the rights and obligations hereunder shall be governed by and construed and interpreted for all purposes in accordance with the laws of the state of _____ without reference to the body of law controlling conflicts of law.
12. Multiple Counterparts; Facsimile. This Agreement may be executed in multiple counterparts, all of which taken together shall constitute one single Agreement between the Parties, and shall be valid if executed and transmitted in facsimile form.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers to be effective as of the date first written above.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



APPLICATION FOR EMPLOYMENT

PERSONAL INFORMATION

DATE OF APPLICATION: _____

Name:

_____ Last First Middle

Address:

_____ Street (Apt) City, State Zip

Alternate Address:

_____ Street City, State Zip

Contact Information:

() () _____
Home Telephone Mobile Email

How did you learn about our company?

POSITION SOUGHT: _____

Available Start Date: _____

Desired Pay Range: _____
By Hour or Salary

Are you currently employed? _____

EDUCATION

	Name and Location	Graduate? – Degree?	Major / Subjects of Study
High School			
College or University			
Specialized Training, Trade School, etc...			
Other Education			

PREVIOUS EXPERIENCE

Please list beginning from most recent

Dates Employed	Company Name	Location	Role/Title

Job notes, tasks performed and reason for leaving:

Dates Employed	Company Name	Location	Role/Title

Job notes, tasks performed and reason for leaving:

Dates Employed	Company Name	Location	Role/Title

Job notes, tasks performed and reason for leaving:

Dates Employed	Company Name	Location	Role/Title

Job notes, tasks performed and reason for leaving:

Please list your areas of highest proficiency, special skills or other items that may contribute to your abilities in performing the above mentioned position.

CONFIDENTIAL

**The Refinishing Touch
Background Check Authorization**

Print Name: _____
(First) (Middle) (Last)

Former Name(s) and Dates Used: _____

Current Address Since: _____
(Mo/Yr) (Street) (City) (Zip/State)

Previous Address From: _____
(Mo/Yr) (Street) (City) (Zip/State)

Previous Address From: _____
(Mo/Yr) (Street) (City) (Zip/State)

Social Security Number: _____ Date of Birth: _____

Telephone Number: _____

Drivers License Number/State: _____

The information contained in this application is correct to the best of my knowledge. I hereby authorize The Refinishing Touch and its designated agents and representatives to conduct a comprehensive review of my background causing a consumer report and/or an investigative consumer report to be generated for employment and/or volunteer purposes. I understand that the scope of the consumer report/ investigative consumer report may include, but is not limited to the following areas: verification of social security number; current and previous residences; employment history, education background, character references; drug testing, civil and criminal history records from any criminal justice agency in any or all federal, state, county jurisdictions; driving records, birth records, and any other public records.

I further authorize any individual, company, firm, corporation, or public agency (including the Social Security Administration and law enforcement agencies) to divulge any and all information, verbal or written, pertaining to me, to The Refinishing Touch or its agents. I further authorize the complete release of any records or data pertaining to me which the individual, company, firm, corporation, or public agency may have, to include information or data received from other sources.

I hereby release The Refinishing Touch, the Social Security Administration, and its agents, officials, representative, or assigned agencies, including officers, employees, or related personnel both individually and collectively, from any and all liability for damages of whatever kind, which may, at any time, result to me, my heirs, family, or associates because of compliance with this authorization and request to release.

Signature: _____ Date: _____