

Driver Application – Certifications, Disclaimers, and Acknowledgements

1. **General Disclaimer:** I understand that Dynamic Transit, Inc., hereafter “Dynamic”, is under no obligation to hire me, that any employment I am offered will not be for any specified period of time, that my employment is terminable by either party at will with or without notice or cause, and that no representative of Dynamic has authority to enter into any agreement with me contrary to the foregoing. Applicant agrees that all disputes, claims, and controversies between them, whether individual, joint, or class in nature shall be arbitrated pursuant to the rules of the American Arbitration Association, which the decision or award shall be final, conclusive, binding, and enforceable in a court of law. All costs of arbitration shall be shared equally except that each party shall pay his own legal costs. I understand that nothing contained in my employment application, or in granting of an interview, is intended to create an employment contract between Dynamic and myself for either employment or for the providing of any benefit. I understand that none of the benefits or policies in any handbook issued to me by Dynamic are intended by reason of its publication to confer any rights or privileges to any benefits or policies, or entitle me to remain employed by Dynamic, or to change my status as an “at will” employee (permitted by law). I understand that all statements and provisions in the handbook are procedural and/or a guideline and that Dynamic has the right to change any policy, benefit, or procedure at any time without notice.
2. **Notice of Drug and Alcohol Testing Requirements:** Dynamic is concerned with the health and safety of its employees, as well as the safety of its customers and the motoring public. Therefore, the company requires, as one step of the hiring process and according to Federal Motor Carrier Safety Administration regulations, that all otherwise qualified applicants for employment submit to a drug test. I understand that I will be required to provide urine, hair, or other biological samples to be tested for the presence of controlled substances including, but not limited to, marijuana, cocaine, amphetamines, opiates, and phencyclidine. If employed, I will also be required to submit to drug and/or alcohol tests as required by Dynamic’s substance abuse policy and/or federal, state, or local regulations. I understand that Dynamic may contract with a third party to assist in the administration of drug and alcohol testing and agree to this party being provided with all information to which Dynamic is entitled and subject to the same confidentiality requirements as Dynamic. I further understand that a confirmed positive drug or alcohol test, or a refusal to test, will disqualify me from consideration of employment or will result in my termination from employment. Dynamic will report the results of drug and alcohol test results in accordance with regulatory requirements, including release to motor carriers and other third parties upon receipt of a properly executed release document. I also understand that a positive result or refusal on a post accident test may result in denial of any Workers Compensation claims I may make as a result of injuries sustained in the accident.
3. **Drug and Alcohol History Release Authorization:** Under the authority granted me by 49 CFR Parts 40 and 382, I hereby authorize and require my previous, current, and/or future employers specifically listed as well as any other person or company provided by me in writing or by verbal interview by whom I was employed or to whom I applied for employment in the three year preceding the date of this application to release the date, type of test and result of all drug and alcohol test taken by me, including the date and type of test for any refusal by me to take a drug or alcohol test to the Employment Placement Representative assigned to process my application at Dynamic. If I tested positive on any controlled substance test, had an alcohol test with a concentration of 0.04 or greater, or refused to take any drug or alcohol test. I also authorize the release of all information concerning my referral to a Substance Abuse Professional (SAP) including all records pertaining to my evaluation and treatment (if required by SAP). I authorize this release by whatever means is most expedient and agree to hold harmless any past employer or any person or company I applied with as well as their employees, agents, or representatives from all liability or damage that may arise from the release of the information specifically authorized here.
4. **Work Record and Consumer Reports Release Authorization:** I hereby authorize, without liability, any person or organization, including but not limited to any educational institution, training facility or any institution whose name I have given as reference, or by whom I have been previously employed, to furnish Dynamic any information they may have concerning my character, habits, ability, financial responsibility, job performance, and reasons for leaving employment. Furthermore, there may be entities that Dynamic does business with which may request investigative reports or consumer reports which apply to my background. In this case, these reports would apply to my assignment to projects related to the customer, permission to be on the customers’ premises and to handle its products and other security concerns to the customer. I authorize Dynamic to obtain future criminal, investigative and/or consumer reports. I hereby release all such persons and organizations from any claims for damages of any kind, which may occur to me by reasons of furnishing such information. I hereby authorize any law enforcement agency or court or record to furnish Dynamic information concerning Motor Vehicle Record, or any felony or misdemeanor of which I have been convicted.
5. **Agreement to Follow Rules:** If employed, I agree to abide by and observe all company rules, guidelines, and regulations as published by the company or in publicly available regulations or publicly displayed postings. I understand that there is no expectation of privacy for any of my personal property on Dynamic premises, including Dynamic trucks. I consent to and agree that Dynamic may search my personal property located on Dynamic property, along with Dynamic desks, lockers, toolkits, etc. for the purpose of investigating possible violations of company rules or violations of company rules or violation of any local, state, or federal law.
6. **Medical Records Release Authorization:** I authorize Dynamic to obtain any medical documentation or information concerning my past or present medical status. I release anyone with such records from any liability, claim, or damages for providing medical information concerning me to Dynamic.

This certifies that this application was completed by me, and that all entries on it and information in it are true and complete to the best of my knowledge. Any falsification could result in denial of employment or termination or employment, if hired.

Applicant Name (Printed)_____
Applicant Signature_____
Date