

APPLICANT'S STATEMENT AND CONDITIONS OF EMPLOYMENT



I certify that the answers given by me in this employment application are true, correct and complete. I agree that brownies on the Lake shall not be liable, in any respect, if my employment is terminated because of misstatements or pertinent omissions made by me in this application. Further, I agree that if I seek damages for my termination and it is determined that, in any respect, that my employment was terminated and/or would have been terminated because of misstatements or pertinent omissions made by me in this application or failure to follow Brownie's on the Lake's rules or regulations, that I will be responsible for any and all actual attorney fees and costs incurred by Brownie's on the lake in defending itself.

I agree to the search or examination of myself or personal property while on Brownie's on the Lake's premises. I also authorize any company, school, police or security personnel, or other person to give any information regarding my employment, habits, ability, or any other characteristics whatsoever, together with any information they have regarding me whether or not it is in their records, to Brownie's on the Lake. I hereby release all companies, schools, or other persons from liability for any damages whatsoever for releasing this information. The use of results from this form and/or tests will be used for prudent employment decisions. It is agreed and understood that completion of this application does not mean a job opening exists and in no way obligates Brownie's on the Lake to employ me.

In the event of employment, I will comply with all Brownie's on the Lake's rules and regulations as established from time to time. I also understand that Brownie's on the Lake retains the right to amend, modify, add or delete any or all policies or procedures at its sole and absolute discretion.

I hereby understand and acknowledge that any employment relationship with Brownie's on the Lake is of an "At-Will" nature, which means that the Employee may resign at any time and the Employer may discharge Employee at any time, with or without notice, with or without cause. It is further understood that this "At-Will" employment relationship may not be changed by any written document or by verbal agreement unless such change is specifically acknowledged in writing by an authorized Executive of Brownie's on the Lake.

During my employment with Brownie's on the Lake and after my employment ends, I agree not to disclose any confidential or proprietary information regarding operating and trade secrets. I further agree that with respect to any civil litigation involving Brownie's on the Lake in which I am a potential witness and which does not involve an actual or potential claim by me personally, I will not discuss the facts of the case with any third parties without first notifying Brownie's on the Lake or unless an authorized Executive or attorney of Brownie's on the Lake is present. I agree that any such discussions in violation of this agreement will cause irreparable harm to Brownie's on the Lake. A copy of this form may be used as the original. I agree that any claim or lawsuit relating to my service with Brownie's on the Lake or any of its subsidiaries must be filed no more than six (6) months after the date of the employment action that is the subject of the claim or lawsuit. I waive any statute of limitations to the contrary.

This application is valid for sixty days from the application date unless renewed in person or in writing.

Brownie's on the Lake has instituted procedures to protect its employees from identity theft. As such, whenever legally possible, Brownie's on the Lake will only ask an employee to provide the last four digits of its social security number. However, certain laws and government organizations require an employer to identify an employee by social security number. For your protection, we will keep this document, as well as all documents where your full social security number is necessary, in a separate file in a filing system that is locked and accessible only to necessary personnel. This file and the information contained therein will only be provided to outside sources where required by law or upon your express written authorization. Pursuant to this policy, all employees are required to complete a new employment application. The previous application will be destroyed to protect your social security information.