



Apex

Bulk Commodities, LLC

12531 Violet Rd.
Adelanto, CA 92301
Telephone (760) 246-6077

Thank you for your interest in our company. Apex has terminals at 2111 Bricyn Lane in Bakersfield, 14080 Slover in Fontana and Adelanto, Ca. We have another in NV at 3814 N. Donna in N. Las Vegas. We **generally** can park a regional driver anywhere along our normal route lines.

We will give your application every consideration and will do our best to get you qualified. A copy of an MVR less than 30 days old covering the past ten years must be submitted with the application (the original must be presented to recruiting if the applicant is qualified as a potential Apex Bulk employee).

DRIVER ELIGIBILITY REQUIREMENTS

The driver eligibility requirements are listed below. The MINIMUM requirements for all commercial drivers employed or contracted by Apex Bulk Commodities.

NO PRIOR BULK PNEUMATIC EXPERIENCE IS REQUIRED

1. Be at least twenty-five (25) years of age.
2. Possess a valid Commercial Drivers license (CDL) issued by the domiciled state of the driver, with endorsements necessary to comply with terminal requirements (doubles/triples, tank), including air brakes.
3. One or more years of verifiable Class 'A' Commercial Motor Vehicle experience.
4. No convictions totaling more than two (2) moving motor vehicle violations in any type of vehicle during the thirty-six (36) month period prior to the date of the motor vehicle record.
5. No record of driving while under the influence of drugs or the transportation, possession or unlawful use of a Schedule I, II, III, & IV drug or other substance as defined by the Department of Transportation, during the sixty (60) month period prior to the order date of the motor vehicle record.
6. No conviction for driving while under the influence of drugs or alcohol in any non-commercial vehicle, during the sixty (60) month period, prior to the order date of the motor vehicle record.
7. No record of "refusal" or "positive" Drug and/or Alcohol (49CFR40 & 391).
8. Meet or exceed DOT medical qualification requirements (49CFR391).
9. No motor vehicle driving record that indicates, by its nature and content, the applicant is a habitual offender.
10. No record of involvement in a preventable highway accident in the thirty-six (36) month period prior to the order date of the motor vehicle record.
11. Results from the Apex Bulk Commodities pre-employment drug screen must be negative
12. Must successfully pass the Apex Bulk Commodities, Inc pre-employment road test.
13. Must be successfully pass all interviews with the Recruiting, Training, and Operations departments and meet the division specific requirements and successfully complete the New Employee Orientation/Training.
14. Provide all information, necessary documents & complete all forms needed to verify your qualifications.

You may fax the completed application to 760.246.8199, which is a secure fax, or e-mail the completed application to recruiting@apexbulk.com

Please retain the original application, it will have to be turned in to recruiting, when we are successful at getting you qualified and hired. A MVR less than a month old will need to accompany all applications. The original will have to be presented to recruiting before the application can be fully processed.



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APPLICATION INSTRUCTIONS FOR COMPANY DRIVERS & OWNER OPERATORS

Please read all the instructions before you complete the application.

Apex Bulk Commodities is a premium provider of bulk pneumatic shipments that has assisted our customers with a high level of service for many years. We have built a financially sound company by providing premium service that is second-to-none and that our customers have come to know and expect.

As an experienced driver, you are aware of the emphasis placed on carriers to have a complete and accurate employment history. To help us expedite your application, follow the instructions as outlined below. Please read them carefully and feel free to ask any questions you may have.

1. The application must be printed in ink and in your own handwriting. Please Print Legibly. Read and follow all instructions carefully.
2. Fill in all blanks, except for those that are marked 'For Office Use Only'
3. Do not leave any question blanks. We don't know if you missed it or didn't understand it. Accidents and driving records do apply to everyone; if you do not have any to report please use "None" as you answer.
4. **VERY IMPORTANT!** The section entitled 'Employment History' must be completed accurately. Please list all employers, schools, military service and all periods of self-employment or unemployment for 10 full years. NOTE: Dates, phone numbers and addresses must be correct, with no gaps in the 10-year history. All employers must be noted even if you never worked for them, if you completed paperwork during a hiring process but left before actually working in any capacity, that employer must still be listed.
5. In the section regarding your current and past driver's license, list all licenses held in the past 3 years. In the section about accidents and incidents list all regardless of fault, severity, or motor vehicle type. We will check your motor vehicle report and past employers, so be accurate and complete. In the traffic violation area list all violations you forfeited bond or collateral or were convicted of, for the past 36 months only. NOTE pending violations or parking violation need not be listed.
6. Request for information- section be extra careful with your printing, clear and neatly filling in will help with verifying your previous employment records.
7. Be sure to sign and date the application, where indicated
8. Employment is contingent upon the successful completion of orientation, which may include a road test, D.O.T. physical, drug screen and all pertinent forms and/or training.

INCLUDING COPIES OF THE FOLLOWING DOCUMENTS THIS MAY SPEED UP YOUR APPLICATION PROCESS:

1. CDL (proper endorsements required prior to release to operation)
2. Motor vehicle record (MVR) for 10 years, under 30 days from date of application.
3. Accident report (if accident occurred in the past 3 years)
4. Verification of unemployment (pay records or references)
5. Verification of self-employment (tax records business license, 1099 etc.)
6. W-2 forms (if previously employed by a company that has gone out of business).

NOTE: Please do not include original documents with the application. We will however need to copy them when we successfully get the application qualified.

SECTION II – EMPLOYMENT HISTORY

INSTRUCTIONS

Please record your employment and unemployment work history **starting with your present employment/unemployment and working backwards** so that you have recorded a ten-year employment/unemployment history. **Unemployment periods greater than 29 days: Record the dates, write “unemployed” in the Employer space and list how you supported yourself in the address space.**

Examples - used savings, unemployment insurance, spouse worked, lived with relatives, etc.

Note: **All blanks must be filled in. Applications not fully completed will not be considered** Initialed: _____

From: _____ To _____ Employer: _____			
Address: _____		_____	
(Street)		(City/State)	
Phone: _____		Reason for Leaving: _____	
Position _____		Type of Equipment Driven: _____	
Accidents: _____			
Were you subject to the Federal Motor Carriers Safety Regulation while employed?		Yes	No
Was your job designated as safety sensitive function in any DOT regulated mode subject to drug and alcohol testing?		Yes	No

From: _____ To _____ Employer: _____			
Address: _____		_____	
(Street)		(City/State)	
Phone: _____		Reason for Leaving: _____	
Position _____		Type of Equipment Driven: _____	
Accidents: _____			
Were you subject to the Federal Motor Carriers Safety Regulation while employed?		Yes	No
Was your job designated as safety sensitive function in any DOT regulated mode subject to drug and alcohol testing?		Yes	No

From: _____ To _____ Employer: _____			
Address: _____		_____	
(Street)		(City/State)	
Phone: _____		Reason for Leaving: _____	
Position _____		Type of Equipment Driven: _____	
Accidents: _____			
Were you subject to the Federal Motor Carriers Safety Regulation while employed?		Yes	No
Was your job designated as safety sensitive function in any DOT regulated mode subject to drug and alcohol testing?		Yes	No

From: _____ To _____ Employer: _____			
Address: _____		_____	
(Street)		(City/State)	
Phone: _____		Reason for Leaving: _____	
Position _____		Type of Equipment Driven: _____	
Accidents: _____			
Were you subject to the Federal Motor Carriers Safety Regulation while employed?		Yes	No
Was your job designated as safety sensitive function in any DOT regulated mode subject to drug and alcohol testing?		Yes	No

From: _____ To _____ Employer: _____

Address: _____
 (Street) (City/State)

Phone: _____ Reason for Leaving: _____

Position _____ Type of Equipment Driven: _____
 Accidents: _____

Were you subject to the Federal Motor Carriers Safety Regulation while employed? Yes No
 Was your job designated as safety sensitive function in any DOT regulated mode subject to drug and alcohol testing? Yes No

From: _____ To _____ Employer: _____

Address: _____
 (Street) (City/State)

Phone: _____ Reason for Leaving: _____

Position _____ Type of Equipment Driven: _____
 Accidents: _____

Were you subject to the Federal Motor Carriers Safety Regulation while employed? Yes No
 Was your job designated as safety sensitive function in any DOT regulated mode subject to drug and alcohol testing? Yes No

From: _____ To _____ Employer: _____

Address: _____
 (Street) (City/State)

Phone: _____ Reason for Leaving: _____

Position _____ Type of Equipment Driven: _____
 Accidents: _____

Were you subject to the Federal Motor Carriers Safety Regulation while employed? Yes No
 Was your job designated as safety sensitive function in any DOT regulated mode subject to drug and alcohol testing? Yes No

From: _____ To _____ Employer: _____

Address: _____
 (Street) (City/State)

Phone: _____ Reason for Leaving: _____

Position _____ Type of Equipment Driven: _____
 Accidents: _____

Were you subject to the Federal Motor Carriers Safety Regulation while employed? Yes No
 Was your job designated as safety sensitive function in any DOT regulated mode subject to drug and alcohol testing? Yes No

IF YOU NEED ADDITIONAL EMPLOYEMNT HISTORY PAGES PLEASE ASK FOR A CONTINUATION SHEET.

SECTION III

DRIVER HISTORY

- 1- Have you ever been denied a license, permit or privilege to operate a motor vehicle?..... Yes No
- 2- Has any license, permit or privilege ever been suspended or revoked?..... Yes No
- 3- Have you ever been convicted for driving while intoxicated?..... Yes No
- 4- Have you ever been convicted for possession, sale or use of a narcotic drug, amphetamine, or derivate thereof?..... Yes No
- 5- Have you ever been refused auto liability insurance?..... Yes No
- 6- Have you ever been convicted of a crime?..... Yes No
- 7- During the previous three years have you tested positive, or refused to test on any pre-employment drug and/or alcohol test administered by an employer that you applied to, but did not obtain, safety sensitive transportation work?..... Yes No
- 8- Have you ever tested positive for drugs and/or alcohol with any employer that you worked for in a safety sensitive position in the transportation industry?..... Yes No

9- **If you answered any of the above questions with a “Yes” please state the circumstance and the date(s):**

10- Please list all drivers licenses held during the past three years to include your current license:

Current License: Number: _____ State: _____ Class _____ Endorsements _____

Restrictions: _____ Expires: _____ Date of Birth: _____

Previous Licenses: Nr. _____ State: _____ Class _____ From: _____ To: _____

Nr. _____ State: _____ Class _____ From: _____ To: _____

Nr. _____ State: _____ Class _____ From: _____ To: _____

11- Please list all accidents and incidents in a commercial motor vehicle and in a private owned vehicle.
If None write “None” in the block.

Date	Brief Description	For Company Use
		1
		2
		3
		4
		5

12. States driven in during last five years: _____

SECTION III

DRIVER HISTORY (CONTINUED)

13-Please indicate the amount of experience you have (time and miles) with the following equipment:

Class of Equipment	Trailer Type	Dates (From/To)	Approx. miles driven	Company Use Only
Truck & Semi Trailer	Tanker			1
Truck & Two Trailers	Tanker			2
Semi Truck & Trailer	Van			3
Truck & Two Trailers	Van			4
Truck & Semi & Pup	Tanker			5
Truck & Triple Trailers	Van			6
Other:				7

14-Please list all traffic violations (other than parking violations) for which you have been convicted, forfeited bond or forfeited collateral **during the last 36 months ONLY.** If None write "None" in the block.

Date (Mo/Yr)	Describe the offense (do not list code numbers)	Penalty (Fine, Jail, etc.)	
			1
			2
			3
			4
			5
			6
			7
			8

SECTION IV

DRIVER DUTIES – GENERAL

Please initial each answer in the appropriate box for that questions rather than just a check mark

1-Climbing up/down trailer ladders, overhead catwalks and working at elevated heights is required in order to load/unload the product. Lifting product and air hoses weighing up to 50lbs is also required.

I **do not** have a fear of heights and I **am able** to lift and carry up to 50lbs. (Initials) YES _____ NO _____

2-The Company operates 24 hours per day, 7 days a week, and 365 days a year. All Company drivers are required to be available for work, unless released from duty by their Supervisor or unavailable for duty in accordance with Government Codes and Regulations. My initials affirm that I have read, understand, and will comply with this requirement. ____ (Initials)

3-Drivers are required to work outside in all types of weather, dust, and temperatures. ____ (Initials)

4-Have you ever been discharged or resigned in lieu of termination by any former employer? (Initials) YES ____ NO ____

5-Do you have any conditions, which may limit your ability to perform the job applied for? (Initials) YES ____ NO ____

**APPLICANTS STATEMENT & AGREEMENT
For Apex Bulk Commodities and Class 8 Truck Repair**

I certify that all statements in my Application are true and correct and that any misrepresentations of information shall be considered falsification and grounds for immediate disqualification. Initial

In the event of my employment to a position in this company, I will comply with all rules and regulations of this company. I understand that the Company reserves the right to require me to submit to a test for the presence of drugs in my system prior to employment and at any time during my employment as allowed or required by law. I consent to the disclosure of the results of any physical examination and related tests as they relate to my employment with the Company. I understand that should I decline to sign this consent or decline to take any of the above tests, my application for employment may be rejected or my employment terminated.

I understand that the company may investigate my driving record and my criminal record and that an investigative consumer report may be prepared whereby information is obtained regarding my character and personality. I understand that I have the right to make a written inquiry within a reasonable period of time to receive additional information about the nature and scope of this investigation. I further understand that the Company may contact my previous employers and I authorize those employers to disclose to the Company all records and information pertinent to my employment with them. In addition to authorizing the release of any information regarding my employment, I hereby fully waive any rights to claims I have or may have against my former employers, their agents, employees, and representatives, as well as other individuals who release information to the Company and release them from any and all liability, claims, or damages that may directly or indirectly result from the use, disclosure, or release of any such information by any person or party, whether such information is favorable or unfavorable to me. I authorize the persons named herein as personal references to provide the Company with any pertinent information they may have regarding myself.

I also acknowledge that the Company promotes a voluntary system of alternative dispute resolution which involves binding arbitration to resolve all disputes which may arise out of the employment context. Because of the mutual benefits (such as reduced expense and increased efficiency) which private binding arbitration can provide both the Company and myself, I voluntarily agree that any claim, dispute, and/or controversy (including, but not limited to, any claims of discrimination and harassment, whether they be based on the California Fair Employment and Housing Act, Title to any court or other governmental dispute resolution forum between myself and the Company (or its owners, directors, officers, managers, employees, agents, and parties affiliated with its employees benefit and health plans) arising from, related to, or having any relationship or connection whatsoever with my seeking employment with, employment by, or other association with the Company, whether based on tort, contract, statutory, or equitable law, or otherwise (with the sole exception of claims arising under the National Labor Relations Act which are brought before the National Labor Relations Board, claims for medical and disability benefits under the state Workers' Compensation Act, and state unemployment benefit claims) shall be submitted to and determined exclusively by binding arbitration under the Federal Arbitration Act, in conformity with the procedures of the laws in the state the action is brought forth and all other Acts other than mandatory and permissive rights to discovery. Resolution of the dispute shall be based solely upon the law governing the claims and defenses pleaded and the arbitrator may not invoke any basis (including but not limited to, notions of "just cause") other than controlling law. The arbitrator shall have the immunity of a judicial office from civil liability when acting in the capacity of an arbitrator, which from civil liability when acting in the capacity of an arbitrator, which immunity supplements any other existing immunity. Likewise, all communications during or in connection with the arbitration proceedings are privileged in accordance with the appropriate Civil Code. As reasonably required to allow full use and benefit of this agreement's modification to the Act's procedures, the arbitrator shall extend the times set forth by the Act for giving the notice s and settings of hearings. Awards shall include the arbitrator's written reasoned opinion and, at either party's written request within 10 days after the issuance of the award, shall be subject to affirmation, reversal, or modification, following review of the record and arguments of the parties by a second arbitrator, who shall, as far as practicable, proceed according to the law and procedures applicable to appellate review by the Court of Appeal of civil judgment following court trial. Should any term or provision, or portion thereof, be declared void or unenforceable, it shall be served and the remainder of this agreement be enforceable.

**I UNDERSTAND BY VOLUNTARILY AGREEING TO THIS BINDING ARBITRATION PROVISION,
BOTH THE COMPANY AND I GIVE UP OUR RIGHTS TO TRIAL BY JURY.**

I further understand that this voluntary alternative dispute resolution program covers claims of discrimination or harassment under Title VII of the Civil Rights Act of 1964 as amended. By initialing the box to the right, I elect to give up the benefits of arbitrating Title VII claims.

I hereby state that all the information that I provided on this application or any other documents filled out in connection with my employment, and in any interview is true and correct. I have withheld nothing that would, if disclosed, affect this application unfavorably. I understand that if I am employed and any such information is later found to be false or incomplete in any respect, I may be dismissed.

If hired, I agree as follows: My employment and compensation is terminable at-will, is for no definite period, and my employment and compensation may be terminated by the Company (employer) at any time for any reason whatsoever, with or without cause at the option of either the Company or myself. No implied, oral, or written agreements contrary to the express language of this agreement are valid unless they are in writing and signed by the President of the Company (or majority owner or owners if Company is not a corporation). No supervisor or representative of the Company, other than the President (or majority owner or owners if the Company is not a corporation), has any authority to make any agreements contrary to the foregoing. This agreement between the Company and the employee regarding the rights of the Company or employee to terminate employment with or without good cause, and this agreement takes place of all prior and contemporaneous agreements, representations, and understandings of the employee and the Company.

If you have any questions regarding this statement, please ask a Company representative before signing. I hereby acknowledge that I have read the above statement and understand the same.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE STATEMENT & AGREEMENT

Signature

Date

This Company is an Equal Opportunity Employer. All qualified personnel are welcome to submit application for employment. Hiring will be based on qualifications. Apex Bulk Commodities, does not discriminate on the basis of a person's physical or mental disability, where that person is otherwise qualified to perform the essential functions of the job.

For online applicants only: By typing your name on the above signature line and checking this box you acknowledge and understand that it will be treated as a signature. Failure to sign will limit our ability to qualify the applicant and could possible disqualify the application.

REQUEST FOR INFORMATION – From Previous Employer

I hereby authorize you to release to Apex Bulk Commodities all information requested in compliance with the Federal Motor Carrier Safety Regulations 49CFR40 and 49CFR381.23 for the purposes of investigation. You are released from any and all liability, which may result, from your furnishing such information.

Signature

Printed Name

Date

Social Security Nr: _____ Date of Birth: _____