



620 South Broadway
Lexington, KY 40508
Phone: (859) 233-7845
Text: (202) 810-2962
Fax: (866) 751-8406
Email: h2a@awmalabor.com
Website: www.awmalabor.com

Dear H-2A Employer:

Please follow the **Application Instructions** that follow this page and return the documents requested to us along with our fees. Please notice that the application has changed due to the new H-2A Program Electronic filing system. To ensure that your H-2A contract is processed in a timely manner, **we need your signed documents and payment in our office at least 75 days before your date of need.** Should we receive the documents less than 75 days before your date of need, we will call to discuss a later start date.

If you are going to write more than one contract, please copy the enclosed application or you can print another application later from our website (www.awmalabor.com). The password to the application documents on the website is awma2012. **We need original signatures on all contracts and they must be signed in ink. We also can't accept double sided copies!**

This document is also available on our website in a fillable adobe format and you can save it in a file that you can use for later contracts for this year and hopefully for years to come. You will have to print this document after you have it filled out for the signatures that are required.

The Adverse Effect Wage Rate will probably change again in 2021. The wage rate comes from the USDA National Agriculture Statistics Service Labor Survey and the survey will be published the middle of November. We will publish those hourly wage rates in our Monthly Newsletter and on our website.

On 10/21/2019, the Department of Labor eliminated all newspaper advertising. Your ad will be placed on a website established by DOL and you will need to continue to respond to U.S. referrals.

Thanks again for the opportunity to serve you and should you have questions, please do not hesitate to contact us by phone (859) 233-7845, email h2a@awmalabor.com, or text (202) 810-2962.

Respectfully,

Rick, Donna, Buffy, & Stephanie
Agriculture Workforce Management Association



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Application Instructions

(Applications must be submitted in ink and single sided.)

- Page 1 - H-2A Processing & Advertising Fees - *(Keep for your records).*
- Page 2 - Estimated Worker Reimbursement Detail - *(Keep for your records).*
- Page 3 - H-2A Guest Worker Application - Complete and Return.
- Page 4 - H-2A Guest Worker Application - Complete and Return.
- Page 5 - Important Contract Reminders - *(Keep for your records).*
- Page 6 - Crop Activities - Initial Next to Each Crop Activity - Sign & return.
- Page 7 - Payroll Deductions - If you do payroll deductions - initial, sign, & return.
- Page 8 - ETA 790A - Please read.
- Page 9 - ETA 790A - Please read.
- Page 10 - ETA 790A - Please read.
- Page 11 - ETA 790A - Please read. Fill in all (6) blocks and return.
- Page 12 - Small Business Exemption - Please read, sign, and return.
- Page 13 - Signature Approval Statement - Please read, sign, and return.
- Page 14 - Workers' Compensation Insurance - Please read, sign, and return.
- Page 15 - ETA Form 9142 - Please read.
- Page 16 - ETA Form 9142 - Please read.
- Page 17 - ETA Form 9142 - Please read. Fill in all (6) blocks & return.
- Page 18 - Agency and Indemnity Agreement - Please read.
- Page 19 - Agency and Indemnity Agreement - Please read.
- Page 20 - Agency and Indemnity Agreement - Please read.
- Page 21 - Agency and Indemnity Agreement - Please read.
- Page 22 - Agency and Indemnity Agreement - Please read.
- Page 23 - Agency and Indemnity Agreement - Please read, sign, & return.
- Page 24 - U.S. Referral Log - *(You Must Maintain this Log).*
- Page 25 - Del AI Processing Fees - Please read, sign, & return.
- Page 26 - Del AI Prohibition against Prohibited Fees - Please read, sign, & return.
- Page 27 - Part 8 - Complete #1, 2, & 3 & return.
- Page 28 - Part A - Signature of Petitioner (You), Print Name of Petitioner, date & return

Please send us your preferred worker list at least 60 days before your date of need.

If you have any questions, please call us @ 859-233-7845.

Rick, Donna, Buffy, & Stephanie



**AGRICULTURE WORKFORCE
MANAGEMENT ASSOCIATION**

**2020- 2021 H-2A Processing Fees
Effective 10/1/2020**

Number of Workers	AWMA, Inc Processing Fee
1	\$1,300
2	\$1,300
3	\$1,300
4	\$1,300
5	\$1,300
6	\$1,300
7	\$1,400
8	\$1,500
9	\$1,600
10	\$1,700
11	\$1,800
12	\$1,900
13	\$2,000
14	\$2,100
15	\$2,200
16	\$2,300
17	\$2,400
18	\$2,500
19	\$2,600
20	\$2,700
21	\$2,800
22	\$2,900
23	\$3,000
24	\$3,100
25	\$3,200
26	\$3,300
27	\$3,400
28	\$3,500
29	\$3,600
30	\$3,700

31 or more visas - - Please call for prices

Contract Extensions - \$600 per contract plus \$50 per worker.

Replacement Visas - \$600 per contract.

DOL Contract Changes within 75 days of Start Date - \$200 per contract.

Contract Cancellation - \$250

Prices may change without notice.



**AGRICULTURE WORKFORCE
MANAGEMENT ASSOCIATION**

2020 - 2021 Estimated Worker Reimbursement Detail

F i r s t	C o s t	DelAI Facilitation Fee	\$90.00
		OEI Processing Fee	<u>\$40.00</u>
		<i>Billed by Del AI to the Employer when the Consulate Appointments are made</i>	<u>\$130.00</u>
S e c o n d	C o s t	Consulate Interview Fee (MRV)	\$190.00
		In Country Transportation Estimate	\$118.00
		Bridge Fee	\$6.00
		Transportation From Border to Jobsite (US)	\$155.00
		Subsistence Pay for Travel @\$12.26 per Day	<u>\$61.30</u>
		<i>Estimated Reimbursement to Worker for Travel & Related Cost</i>	<u>\$530.30</u>
T h i r d	C o s t	In Country Transportation Estimate	\$118.00
		Transporation From Jobsite to the Border	\$155.00
		Subsistence Pay for Travel @\$12.26 per Day	<u>\$36.78</u>
		<i>Estimated Reimbursement to Worker for Return Travel</i>	<u>\$309.78</u>
		Total Estimated Cost per Worker	\$970.08

2020 - 2021
Contract Period



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H-2A Guest Worker Application

Employer Information

Contract/Employers' Name: _____ Date: _____
Address: _____ City: _____
State: _____ Zip: _____ County: _____
Federal Employers Identification Number: _____
Email Address: _____ (Required) Would you like the crossing packet emailed? Yes or No
Referral Contact Name (If different from contract name): _____
Telephone Number for Referrals (If different from home phone): _____
Home Phone Number: _____
Cell Phone Number: _____ (AWMA will communicate by text when possible.)
Number of Full-time Employees ____ Gross Annual Income _____ Year Established _____

Wages

Hourly Pay - If you are going to pay your workers more per hour than the AEWR, it must be disclosed?.

Piece Rates - Piece Rates must be disclosed in your H-2A contract. Use the space below to tell us what piece rates you will be using.

Crop Activity & Rate by Piece/lb.

Crop Activity	Rate by Piece/lb.

Frequency of Pay - **Weekly** unless otherwise notified of every two weeks.

Contract Dates & Workers Needed

Number of H-2A Workers Needed on **This** Contract: _____

Total Number of Visas Needed on **This** Contract: _____

Contract Start Date: _____ Contract End Date: _____

Days & Hours of Work

AWMA has typically written contracts for a 40 hour work week. (M-F, 7 hours, 8 to 4 – 1 hr for lunch and 5 hours on Saturday from 7-12) If you want something different, please include in the space below.

Work Locations

Specific Work Location, including address, city, county, state, & zip code

Location 1: _____

Location 2: _____

Location 3: _____

Location 4: _____

Location 5: _____

If more than 5 locations are used, please complete on another page.

Worker Housing

Description of Housing (Frame, Block, Mobile Home, Rental, Etc): _____

Specific Housing Location, including address, city, county, state, & zip code

Location 1: _____ #of Structures ____ Capacity of Housing ____

Location 2: _____ #of Structures ____ Capacity of Housing ____

Location 3: _____ #of Structures ____ Capacity of Housing ____

Destination of Workers

Location of city (nearest bus line) where your H-2A workers should arrive: _____

Workers Compensation Insurance

Workers Compensation Insurance and the H-2A Contract must have the same name.

Agents Name & Telephone Number: _____

If you where you referred to AWMA, please tell us by whom? _____

The information provided herein is true and correct to the best of my knowledge.

Date _____

Employer's Signature _____

Print Name _____

Please take the time to fill out this application in its entirety. Any application not completed will be set aside until the needed information is submitted to AWMA.



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Important Contract Reminders

Homeland Security

Employers that are either a DBA, LLC, or Partnership must register with Dunn & Bradstreet. Please make sure the address you submit to D & B is the same as is on your H-2A contract. Also, you must be prepared to submit the following information to Homeland Security if a Request for Evidence is received.

- State Business Registration (including registration of actual business and trade-name/DBA, if applicable)
- Valid city, county, state, or federal government business licenses
- IRS Form 1120 – U.S. Corporation Income Tax Return
- IRS Form 1040 – Schedule C, Profit or Loss From Business
- IRS Form 1040 – Schedule F, Profit or Loss from Farming
- IRS Form 1040 – Schedule J, Income Averaging for Farmers & Fisherman
- IRS Form 943 – Employer's Annual Federal Tax Return for Agricultural Employers
- Business Bank Statement (If you have nothing else you must have this)

Workers Compensation Insurance

- Your insurance policy must be in the same name as your H-2A contract.
- Your policy must be in place 60 days prior to your start date. A certification of insurance for your policy has to be sent with your application to the Department of Labor.
- The policy must be active throughout the entire contract period. A lapse in coverage can be a major violation with monetary fines from the Department of Labor.

Housing Inspections

- All housing must be ready for inspection at least 45 days BEFORE the start date of your contract. Delays in having your housing inspected & approved will cause your workers to arrive late.

of Workers vs. # of Visa – Multiple

- Employers must be able to provide housing for the TOTAL number of VISAS for all contracts written, not the number of workers. Example: 1st contract has 2 workers and 3 visas; 2nd contract has 5 workers and 6 visas. The combined number of visas is 9, so housing must be available for 9.

Rejected H-2A Applicants

- Every worker that is presented to the consulate on behalf of an employer, whether they receive a visa or not, will be billed \$130 from Del Al & Associates. • If Del Al & Associates recruits a worker for you and the worker does not get a visa, you will not be billed.



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Initial Beside Every
Crop Activity

Crop Activities

Tobacco: All Types of tobacco will be included in the job description.

Burley Tobacco:

Duties to include, but not limited to: greenhouse care, seeding, setting, topping, cutting, housing and stripping. Workers will be trained for a period of two days (14 hours) after which the worker will be expected to cut 100 sticks per hour - does not include dropping sticks.

Dark Fired Tobacco:

Duties to include, but not limited to: greenhouse care, seeding, setting, topping/oiling, cutting, housing and stripping. Worker will be required to cut wood and carry to barn to fire the tobacco. Wooden slabs covered with sawdust are placed under the tobacco that is hanging in barn. Slabs are fired to smoke the tobacco and is repeated until the tobacco becomes the appropriate color. Worker will remove remaining ashes after the tobacco is fired. Worker required to cut/spike 50-60 sticks per hour.

Air Cured Tobacco:

Duties to include, but not limited to: greenhouse care, seeding, setting, topping/oiling, cutting, housing and stripped.

Other related Duties for all types of tobacco:

Workers may chop weeds between plants with hoe; remove tops and suckers from plants, apply side dressing.

Forage Crops: (Hay, Straw)

Duties to include, but not limited to: Soil preparation, operating tillage equipment, cutting equipment, hauling of bales to storage barns.

Row Crop Production:

Duties to include, but not limited to: Workers may drive and operate farm machinery to plant, cultivate, harvest and store grain crops such as corn, wheat, soybeans, etc. Attach farm implements such as plow, disc, and drill to tractor and drive tractor in field to till soil and plant/cultivate crop. Perform variety of other duties such as husking and shelling corn, lubricating and repairing farm machinery and unloading grain onto conveyors to storage bins and elevators.

Hemp Production:

Duties to include, but not limited to: greenhouse care of seeds & plants, seeding, planting & harvesting. Attach farm implements such as plow, disc & drill to tractor. Workers may drive & operate farm machinery to plant, cultivate & harvest. Workers may also cultivate & harvest by hand. Workers perform a variety of other duties such as lubricating & repairing farm machinery.

Fruit/Vegetable Production:

Duties to include, but not limited to: Workers may drive and operate farm machinery to plant, cultivate, harvest and store vegetables. Attach farm implements such as plow, disc, and drill to tractor and drive tractor in field to till soil and plant/cultivate crop. Perform variety of other duties such as lubricating and repairing farm machinery. May plan and schedule plowing, cultivating and harvesting operations. Plant, cultivate, harvest, & pack vegetables (boxes, buckets & crates). Lay plastic, setting plants, weeding (w/hoe & by hand), driving stakes, grading/sorting and activities associated with vegetable production.

Nursery Production:

Duties to include, but not limited to: Perform any combination of the following duties concerned with preparing soil and growth media, cultivating and otherwise participating in horticulture activities. Hauls and spreads topsoil, fertilizer, etc to condition land. Dig, rake and screen soil and fill cold frame and hot beds to prepare them for planting. Plant, spray, weed and water plants, shrubs and trees. Ties, bunches, wraps and pack flowers, plants and shrubs to fill orders. Load trucks for marketing. Work on potting line transplanting seedlings into selling containers and place in growing area. Assist with delivery of product to customer. Maintenance on farm equipment required in operation. Assist in set-up of product for sale of crop.

Other Crops/Activities: (Please include livestock activities if applicable. All livestock activity will be considered alternative work.)

All contracts will include the following job description for Alternative Work:

General farm maintenance and other duties as required in the farming operation maintenance. Includes, but not limited to, preparing barns, draining fields, preparing land for planting, dropping sticks in field, maintenance of tool & equipment & other work as directly related to the crop activities for which the worker is hired. Also includes fixing and the clearing and painting of fence/barns. Such work will be offered when climate or crop conditions preclude working in the primary activities listed above.

I have read and understand the job description(s) outlined above. I agree that the job descriptions initialed is the complete description of the work the H-2A worker(s) will be doing on my farm operation.

Date: _____

Employer's Signature: _____ Print Name: _____



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Payroll Deductions

The Department of Labor regulations state that all payroll deductions must be disclosed in the contract. Please initial beside the deduction(s) that is applicable to your operation. The item(s) initialed will be submitted to DOL for approval, although there is no guarantee they will approve all of the deductions.

I will make the following payroll deductions from my H-2A employees. These deductions will not be taken from U.S. employees unless I am required to provide them housing.

Initial:

_____ Monthly deduction for Cable/Satellite that is provided at the OSHA approved housing.

_____ Monthly deduction for landline telephone that is provided at the OSHA approved housing.

_____ Other Weekly – Provide explanation below

_____ Other Monthly - Provide explanation below

Explanation: _____

Note: If you are only deducting for local taxes, we do not need this form returned.

Date _____

Employer's Signature _____

Print Name _____



H-2A Agricultural Clearance Order
Form ETA-790A
U.S. Department of Labor

I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

1. **JOB OPPORTUNITY:** Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.
2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE:** Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).
3. **HOUSING FOR WORKERS:** Employer agrees to provide for or secure housing for H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the housing has been inspected and approved.

4. **WORKERS' COMPENSATION COVERAGE:** Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT:** Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).
6. **MEALS:** Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE:** Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

A. Transportation to Place of Employment (Inbound)

If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker has come to work for the employer, whether in the U.S. or abroad to the place of employment. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

B. Transportation from Place of Employment (Outbound)

If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).



H-2A Agricultural Clearance Order
Form ETA-790A
U.S. Department of Labor

If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer's worksite, the subsequent employer must provide or pay for such expenses.

The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 20 CFR 655.122(h)(2).

C. *Daily Transportation*

Employer agrees to provide transportation between housing provided or secured by the employer and the employer's worksite(s) at no cost to the worker. 20 CFR 655.122(h)(3).

D. *Compliance with Transportation Standards*

Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE:** Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).

If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

Important Note: In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS:** Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).
10. **HOURS AND EARNINGS STATEMENTS:** Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) If piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).



H-2A Agricultural Clearance Order
Form ETA-790A
U.S. Department of Labor

11. **RATES OF PAY:** The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.

If the worker is paid on a piece rate basis and at the end of the pay period the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate of pay, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer assures that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).

13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE:** If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the Federal Register, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract if the worker fails to show up for work at the regularly scheduled time and place for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).

14. **CONTRACT IMPOSSIBILITY:** The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the U.S. Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's worksite if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's worksite to the subsequent employer's worksite. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY:** Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).

16. **DISCLOSURE OF WORK CONTRACT:** Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).



H-2A Agricultural Clearance Order
Form ETA-790A
U.S. Department of Labor

17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS:**

- A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended date of need expeditiously. 20 CFR 653.501(c)(3)(i).
- If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).
- B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).
- C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).
- D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).
- E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).
- F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

I declare under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. 2, 1001.

1. Last (family) name *	2. First (given) name *	3. Middle initial
4. Title *		
5. Signature (or digital signature) *		6. Date signed *

Employment Service Statement

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

Public Burden Statement (1205-0466)

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.



620 South Broadway
Lexington, KY 40508
Phone: (859) 233-7845
Text: (202) 810-2962
Fax: (866) 751-8406
Website: www.awmalabor.com
Email: h2a@awmalabor.com

Small Business Exemption

I certify that (1) I have not, during any calendar quarter during the preceding calendar year, use more than 500 man-days of agricultural labor, as defined in sec. 203(u) of Title 29; (2) I am not a member of an association which has petitioned for certification under this subpart for its members; and (3) I have not otherwise associated with other employers who are petitioning for temporary foreign workers under this subpart.

Date _____

Employer's Signature _____

Print Name _____



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SIGNATURE APPROVAL STATEMENT

I give my permission to Agriculture Workforce Management Association (a.k.a. AWMA) for my company or farm, to sign forms ETA Form 9142 and attachments, ETA-790 and attachments, any changes made to submitted forms, INS Form I-129, statement of temporary need, recruitment report results, cover letter and any other documents needed to process my application requesting temporary labor through the H-2A program.

Date _____

Employer's Signature _____

Print Name _____



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WORKERS' COMPENSATION INSURANCE

This shall serve as an assurance that I will provide Workers' Compensation Insurance for the duration of my H-2A contract. Should my policy expire during the time of my H-2A contract, it will be renewed.

Date _____

Employer's Signature _____

Print Name _____

H-2A Application for Temporary Employment Certification
Form ETA-9142A – APPENDIX A
U.S. Department of Labor




For Use in Filing Applications under the H-2A Agricultural Program ONLY

A. Attorney or Agent Declaration

I hereby declare under penalty of perjury that I am an attorney for the employer, or that I am an employee of, or hired by, the employer listed in Section B of the Form ETA-9142A, and that I have been designated by that employer in accordance with 20 CFR 655.133 to act on its behalf in connection with this application, as evidenced by the attached agent agreement.

I HEREBY CERTIFY that I have provided to the employer the Form ETA-9142A, Form ETA-790/790A and all supporting documentation for review and to the best of my knowledge the information contained herein is true and accurate, including the employer's declaration regarding activities that I have undertaken on the employer's behalf in connection with this application. I understand that to knowingly and/or willfully furnish materially false information in the preparation of this form and any supplement hereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both (18 U.S.C. 2, 1001, 1546, 1621).

1. Attorney or Agent's Last (family) Name *	2. First (given) Name *	3. Middle Initial §
Edington	Marijean	K.
4. Firm/Business Name *		
Agriculture Workforce Management Association, Inc.		
5. Signature *		6. Date Signed *
		

B. Employer Declaration

By virtue of my signature below, **I HEREBY CERTIFY** my knowledge of and compliance with the following conditions of employment:

1. The job opportunity is a full-time temporary position, the qualifications for which do not substantially deviate from the normal and accepted qualifications required by non-H-2A employers in the same or comparable occupations and crops.
2. The specific job opportunity for which the employer is requesting H-2A certification is not vacant because the former occupant(s) is (are) on strike or locked out in the course of a labor dispute.
3. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship, and the employer has conducted and will continue to conduct the required recruitment, in accordance with regulations, and has been unsuccessful in locating sufficient numbers of qualified U.S. applicants for the job opportunity for which certification is sought. Any U.S. workers who applied or apply for the job were or will be rejected only for lawful, job-related reasons, and the employer must retain records of all rejections as required by 20 CFR 655.167.
4. The job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR 655, Subpart B.
5. The employer understands that it must offer, recruit at, and pay a wage that is at least the highest of the Adverse Effect Wage Rate (AEWR) in effect at the time the job order is placed, the prevailing hourly or piece rate, the agreed-upon collective bargaining rate (CBA), or the Federal or State minimum wage, and, furthermore, that if a new AEWR is published, or the employer is notified of a new prevailing wage rate during the contract period, and that new rate is higher than the wage determined by the National Processing Center (NPC) (except the CBA) during the application process the employer will increase the pay of all employees in the same job occupation to the higher rate. For employers subject to the requirements at 20 CFR 655.200-235, the employer understands that it must offer, recruit at, and pay a wage that is at least the highest of the AEWR, the agreed-upon CBA, or the applicable minimum wage rate set by Federal or State law or judicial action, for each month, or portion thereof, during the job order period.
6. The employer has read, understands, and agrees to comply with each of the conditions of employment and assurances for H-2A Agricultural Clearance Orders listed in Section I of the Form ETA-790A and attached to this Form ETA-9142A.
7. There are insufficient U.S. workers available in the area(s) capable of performing the temporary services or labor in the job opportunity, and the employer will conduct positive recruitment as specified by the NPC and continue to cooperate with the SWA by accepting referrals of all eligible U.S. workers who apply (or on whose behalf an application is made) for the job opportunity until completion of 50% of the contract period calculated from the first date of need indicated in Section A.3 of Form ETA-790A.
8. All fees associated with processing this application will be paid in a timely manner (i.e., within 30 days after the date of the certification).



H-2A Application for Temporary Employment Certification
Form ETA-9142A – APPENDIX A
U.S. Department of Labor

9. During the period of employment that is the subject of the labor certification application, the employer:
 - (i) Will comply with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws.
 - (ii) Will provide or secure housing at no cost to the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence within the same day. The housing provided or secured for workers complies with the applicable local, State, or Federal standards and guidelines for housing.
 - (iii) Where required, has timely requested a preoccupancy inspection of the housing and received certification.
 - (iv) Will provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer will provide, at no cost to the worker, insurance coverage with benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).
 - (v) Will provide transportation in compliance with all applicable Federal, State or local laws and regulations between the worker's living quarters (i.e., housing provided by the employer under 20 CFR 655.122(d) and, if applicable, § 655.230) and the employer's worksite without cost to the worker.
 - (vi) Will provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).
 - (vii) Will provide meals and potable water, without charge to the worker, if subject to the requirements at 20 CFR 655.200-235.
10. The employer has not laid off and will not lay off any similarly employed U.S. worker in the occupation that is the subject of the application and job order in the area of intended employment except for lawful, job related reasons within 60 days of the date of need, or if the employer has laid off such workers, it has offered the job opportunity that is the subject of the application to those laid-off U.S. worker(s) and the U.S. worker(s) refused the job opportunity, was rejected for the job opportunity for lawful, job-related reasons, or was hired.
11. The employer and its agents have not sought or received payment of any kind from the H-2A worker for any activity related to obtaining labor certification, including payment of the employer's attorneys' fees, application fees, or recruitment costs. For purposes of this paragraph, payment includes, but is not limited to, monetary payments, wage concessions (including deductions from wages, salary, or benefits), kickbacks, bribes, tributes, in kind payments, and free labor.
12. The employer has and will contractually forbid any foreign labor contractor or recruiter whom the employer engages in international recruitment of H-2A workers to seek or receive payments from prospective employees, except as provided for in the Department of Homeland Security (DHS) regulations.
13. The employer has not and will not intimidate, threaten, restrain, coerce, blacklist, or in any manner discriminate against, and has not and will not cause any person to intimidate, threaten, restrain, coerce, blacklist, or in any manner discriminate against, any person who has with just cause:
 - (i) Filed a complaint under or related to Sec. 218 of the INA (8 U.S.C. 1188), or any Department regulation promulgated under Sec. 218 of the INA;
 - (ii) Instituted or caused to be instituted any proceeding under or related to Sec. 218 of the INA, or any Department regulation promulgated under Sec. 218 of the INA;
 - (iii) Testified or is about to testify in any proceeding under or related to Sec. 218 of the INA or any Department regulation promulgated under Sec. 218 of the INA;
 - (iv) Consulted with an employee of a legal assistance program or an attorney on matters related to Sec. 218 of the INA or any Department regulation promulgated under Sec. 218 of the INA; or
 - (v) Exercised or asserted on behalf of himself/herself or others any right or protection afforded by Sec. 218 of the INA, or any Department regulation promulgated under Sec. 218 of the INA.
14. The employer has not and will not discharge any person because of that person's taking any action listed in paragraph 13(i) through (v) listed above.
15. The employer will inform H-2A workers of the requirement that they leave the U.S. at the end of the period certified by the Department or separation from the employer, whichever is earlier, as required under 20 CFR 655.135(i), unless the H-2A worker is being sponsored by another subsequent employer.
16. The employer has posted the Notice of Workers' Rights as required by 20 CFR 655.135(l) in a conspicuous place frequented by all employees.
17. If the application is being filed as an H-2A Labor Contractor the following additional attestations and obligations apply under 20 CFR 655.132:
 - (i) The H-2A Labor Contractor has provided a copy of the Migrant and Seasonal Agricultural Worker Protection Act (MSPA) Farm Labor Contractor certificate of registration if required under MSPA, 1801 U.S.C. et seq., to have such a certificate identifying the specific farm labor contracting activities it is authorized to perform;
 - (ii) The H-2A Labor Contractor has provided with this application a list of the names and locations of each fixed-site agricultural business to which the H-2A Labor Contractor expects to provide H-2A workers, the expected beginning and ending dates when the H-2A Labor Contractor will be providing the workers to each fixed site, and a description of the crops and activities the workers are expected to perform at such fixed site;
 - (iii) The H-2A Labor Contractor is able to provide proof of its ability to discharge financial obligations under the H-2A program and has secured a surety bond as required by 29 CFR 501.9, the original of which is attached and shows the name, address, phone number, and contact person for the surety, and provides the amount of the bond (as calculated pursuant to 29 CFR 501.9);
 - (iv) The H-2A Labor Contractor has engaged in and will engage in recruitment efforts in each area of intended employment in which it has listed a fixed-site agricultural business as required in 20 CFR 655.121, 655.150-155 and 655.215; and

H-2A Application for Temporary Employment Certification
Form ETA-9142A – APPENDIX A
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- (v) The H-2A Labor Contractor has obtained from each fixed-site agricultural business that will provide housing or transportation to the workers a written statement stating that:
- All housing used by workers and owned, operated, or secured by the fixed-site agricultural business complies with the applicable housing standards in 20 CFR 655.122(d) and, if applicable, 655.235; and
 - All transportation between the worksite and the workers' living quarters that is provided by the fixed-site agricultural business complies with all applicable Federal, State, or local laws and regulations and will provide, at a minimum, the same vehicle safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR part 500, except where workers' compensation is used to cover such transportation as described in § 655.122(e); and
 - Attach to the statement certificates of occupancy from the SWA for all employer owned housing and copies of all drivers' licenses, vehicle registration, and insurance policies for all drivers and vehicles used to transport H-2A workers.

I hereby designate the agent or attorney identified in Section D (if any) of the Form ETA-9142A and Section A above to represent me for the purpose of labor certification and, by virtue of my signature in Block 5 below, **I take full responsibility** for the accuracy of any representations made by my agent or attorney on every page of the Form ETA-9142A, Form ETA-790/790A and documentation supporting this application.

I declare under penalty of perjury that I have read and reviewed this application, including every page of the Form ETA-9142A, Form ETA-790/790A, and supporting documentation, and that to the best of my knowledge the information contained therein is true and accurate. *I understand that to knowingly and/or willfully furnish materially false information in the preparation of this form and any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both (18 U.S.C. 2, 1001, 1546, 1621).*

1. Last (family) Name *	2. First (given) Name *	3. Middle Initial §
4. Title *		
5. Signature *		6. Date Signed *

Public Burden Statement (1205-0466)

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average 3.66 hours per response for all H-2A information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.



620 South Broadway
Lexington, KY 40508

Phone: 859.233.7845
Fax: 866.751.8406

Website: www.awmalabor.com
Email: h2a@awmalabor.com

AGENCY AND INDEMNITY AGREEMENT

THIS AGENCY AND INDEMNITY AGREEMENT ("Agreement") is made and entered into by and between: (i) Agriculture Workforce Management Association, Inc., a Kentucky corporation with its office and principal place of business in Lexington, Kentucky (hereinafter referred to as "AWMA"); and (ii) the individual or business organization executing this Agreement, as more specifically identified in the attached schedule (hereinafter referred to as "Client"), an agricultural producer.

Recitals:

AWMA is qualified and capable of rendering all services necessary to obtain domestic and/or supplementary foreign workers to meet the seasonal labor requirements of Client. Client desires to be availed of the services of the AWMA, and AWMA desires to provide such services, subject to the terms and conditions of this Agreement.

Agreement:

NOW THEREFORE, for and in consideration of the foregoing premises, and for other good and valuable consideration, the receipt, adequacy and mutuality of which are hereby acknowledged, the parties agree as follows:

1. APPOINTMENT OF AWMA. Client hereby appoints AWMA as its agent for all purposes set forth under this Agreement. Without limiting the scope of the agency created by this Agreement, the Client appoints AWMA as its agent for purposes of:

(a) Undertaking all the necessary steps to prepare and process all information and documentation and to arrange for the processing of all forms required pursuant to the regulations of the Department of Labor to obtain labor certification.

(b) Providing guidance with recruitment through such procedures as AWMA may establish for the purpose of attaining farm laborers from both domestic and foreign sources.

(c) Maintaining, directly or through its designated representative, all contacts with the Kentucky Cabinet for Human Resources/Department of Employment Services, the U.S. Department of Labor, U.S. State Department, and the U.S. Citizenship and Immigration Services necessary to effectuate the purpose of this Agreement.

(d) Preparing and arranging for the processing of an application for Temporary Labor Certification through U.S. Citizenship and Immigrations Services for the purpose of receiving an approved petition.

(e) Complying with advertising, application and other policies, procedures, regulations or other requirements imposed by the United States Government and any state or local governmental agency, including but not limited to future, existing, proposed or pending

Regulations of the United States Department of Labor, including but not limited to the Employment and Training Administration, Wage and Hour Division, Regulations governing Temporary Agricultural Employment of H-2A Aliens in the United States, as currently embodied in the Proposed Rule, 20 CFR Part 655 and 29 CFR Part 501.

2. CLIENT RESPONSIBILITIES AND AGREEMENT. The Client shall:

(a) Timely comply with all reasonable policies, procedures, and schedules established by AWMA which it considers essential for the proper operation of the program to obtain domestic farm workers and/or supplementary farm labor under the H-2A Program.

(b) Timely comply with all the terms and conditions of employment made by AWMA on the Client's behalf in the Agricultural and Food Processing Clearance Order, ETA Form 790, and the Application for Alien Employment Certification, ETA 9142 ("Job Order") and with each term of the agricultural work agreement, which describes all the material terms and conditions of employment, that is entered into with both U.S. and H-2A workers by AWMA on behalf of the Client. The Client agrees to familiarize himself with the terms and conditions of employment in the Job Order and the agricultural work agreement and to comply with all obligations imposed on the Client as an employer of U.S. and/or H-2A migrant and/or seasonal agricultural labor found in applicable law and regulations, including without limitation, those in 20 CFR Parts 653 and 655.

(c) In particular, but not by way of limiting the foregoing, the Client agrees (a) to timely pay the workers required wages and benefits; (b) to make those deductions from the workers' paychecks which are required and only those deductions allowed by law; (c) to provide housing as required which meets all applicable standards; (d) to reimburse timely required transportation and associated daily subsistence costs; (e) to provide written statements of the workers' wages and, if piece rates are used, the unit produced daily; and (f) to terminate the worker only for lawful job-related reasons.

(d) Timely pay any judgment or penalty entered against Client and to indemnify and hold harmless AWMA and any of its other clients for judgments entered against it or them arising out of the Client's violation of its obligations under applicable law or regulation (including 20 CFR Parts 653 and 655), the job order or the agricultural work agreement and any attorneys' fees and costs incurred by AWMA or other clients in defending against such claim. Client acknowledges that the laws and regulations governing the employment of migrant and seasonal farm labor and supplementary foreign agricultural workers are subject to disputed interpretations. Therefore, the Client agrees that in a matter in which a claim is made or litigation is instituted against AWMA, it may exercise its discretion: (a) to settle such matters on behalf of itself and the Client on terms it deems appropriate; (b) to litigate such matters; and (c) to determine whether such settlements, judgments, penalties, costs and attorneys' fees will be borne by the Client out of whose alleged action or inaction the claim was asserted or, what amount, if any, will be borne by AWMA and/or shared among its clients. The terms of this Section 3(d) shall survive any future separation of the parties to this Agreement and the term of this Agreement.

(e) Timely pay AWMA any assessment made by AWMA as the Client's share of legal and any other expense or liability incurred by AWMA in defending, prosecuting or settling any application for H-2A certification, claim, litigation or administrative complaint or appeal, whether or not arising out of claims against the Client or arising out of the fault of the Client, in accordance with a formula approved by AWMA. The terms of this Section 3(e) shall survive any future separation of the parties to this Agreement and the term of this Agreement.

3. COMPLIANCE WITH REGULATIONS.

(a) “The Client shall comply with the prohibition against employees paying fees, as required pursuant to regulations issued in connection with the Temporary Employment of Foreign Workers in the U.S. The Client represents that they have neither sought nor received and will not seek or receive payment of any kind from any employee subject to section 8 U.S.C. 1188 for any activity related to obtaining H-2A labor certification, including the payment of the employer’s attorney’s fees, application fees, or recruitment costs (including, but not limited to monetary payments, wage concessions, wage or salary or benefit deductions, kickbacks, bribes, tributes, in kind payments and free labor. This provision shall not prohibit the Client or its agents from receiving reimbursement for costs that are the responsibility and primarily for the benefit of the worker, such as government required passport fees.

(b) The Client further represents and warrants that the Client (to the extent it has any foreign contract or related relationships) has contractually forbidden any foreign labor contractor or recruiter (or any agent of such foreign labor contractor or recruiter) whom the employer engages either directly or indirectly in international recruitment of H-2A workers to seek or receive payments or other compensation from prospective employees. This documentation shall be made available to any governmental agencies with jurisdiction over the subject matter at issue.”

4. LIMITATION OF LIABILITY. THE CLIENT RECOGNIZES THAT SOME FACTORS MAY BE BEYOND THE CONTROL OF AWMA AND FOR REASONS BEYOND AWMA’S CONTROL FOREIGN/DOMESTIC WORKERS MAY BE EITHER UNAVAILABLE OR FAIL TO APPEAR FOR THE CONTRACT PERIOD. CLIENT AGREES THAT THE AWMA SHALL NOT BE LIABLE TO CLIENT FOR FAILURE OF THE DOMESTIC/FOREIGN WORKERS TO APPEAR AND TO COMPLETE THE CONTRACT OBLIGATION. AWMA WILL COMPLETE ALL PAPERWORK IN A TIMELY MANNER AND PAY ALL FEES. ONCE THE PAPER WORK PROCESS HAS BEGUN, AWMA HAS NO OBLIGATION TO REFUND ANY FEES. CLIENT SPECIFICALLY AGREES THAT IT WILL HAVE NO RIGHT OF RECOURSE AGAINST AWMA FOR FAILURE OF PRODUCTION OR LOSS OF PROFIT.

5. INDEMNIFICATION BY CLIENT. From and at all times after the date of this Agreement, the Client will, to the fullest extent permitted by law and to the extent provided herein, indemnify and hold AWMA harmless and each director, officer, employee, attorney, agent and affiliate of AWMA (collectively, the “Indemnified Parties”) against any and all actions, claims (whether or not valid), losses, damages, liabilities, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys’ fees, costs and expenses) incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect or consequential, as a result of or arising from or in any way relating to any claim, demand, suit, action or proceeding (including any inquiry or investigation) by any person, whether threatened or initiated, asserting a claim for any legal or equitable remedy against any person under any statute or regulation, including, but not limited to, under any common law or equitable cause or otherwise, arising from or in connection with the negotiation, preparation, execution, performance or failure of performance of this Agreement or any transactions contemplated herein, whether or not any such Indemnified Party is a party to any such action, proceeding, suit or the target of any such inquiry or investigation; provided, however, that no Indemnified Party will have the right to be indemnified hereunder for any liability resulting from the gross negligence or willful misconduct of any Indemnified Party.

6. RESIGNATION OF AWMA. AWMA may resign from the performance of its duties hereunder at any time by giving thirty (30) days’ prior written notice to the Client, with or without cause. Such resignation or removal will take effect upon the expiration of the notice period, at which time AWMA shall be discharged from its duties and obligations under this Agreement, but will not be discharged from any liability for actions taken as the Agent hereunder prior to such succession.

7. REMOVAL OF AWMA. The Client may remove or replace AWMA from the performance of its duties hereunder at any time by giving thirty (30) days' prior written notice to the AWMA, with or without cause. Such resignation or removal will take effect upon the expiration of the notice period, at which time AWMA shall be discharged from its duties and obligations under this Agreement, but will not be discharged from any liability for actions taken as the Agent hereunder prior to such succession.

8. FEES. Remuneration to AWMA for its services will be paid by the Client in the time and manner as set forth in a separate fee schedule that is periodically published by AWMA. Reimbursement to AWMA for all of its reasonable out-of-pocket expenses, including attorneys' fees, travel expenses, transmission costs (including express mail and overnight delivery charges), copying charges and the like will be paid by the Client upon receipt of an itemized invoice.

9. NOTICES. All notices, communications and deliveries required or permitted by this Agreement will be made in writing signed by the party making the same, will specify the Section of this Agreement pursuant to which it is given or being made, and will be deemed given or made (i) on the date delivered if delivered by telecopy or in person, (ii) on the third business day after it is mailed if mailed by registered or certified mail (return receipt requested) (with postage and other fees prepaid), or (iii) on the day after it is delivered, prepaid, to an overnight express delivery service that confirms to the sender delivery on such day, as follows:

If to Client:

Facsimile: _____
Attention: _____

If to the AWMA:

Mr. Rick Alexander
Agriculture Work Force Management Association
620 S. Broadway
Lexington, KY 40508
Facsimile: (866-751-8406)

or to such other representative or at such other address of a party as such party hereto may furnish to the other parties in writing in accordance with this Section.

10. TIME OF THE ESSENCE. Time is of the essence for each and every provision of this Agreement.

11. SUCCESSORS IN INTEREST. This Agreement will be binding upon and will inure to the benefit of the parties and their permitted successors and assigns, and any reference to a party will also be a reference to a permitted successor or assign.

12. NUMBER; GENDER. Whenever the context so requires, the singular number will include the plural and the plural will include the singular, and the gender of any pronoun will include the other genders.

13. CAPTIONS. The titles and captions contained in this Agreement are inserted in this Agreement only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision of this Agreement. Unless otherwise specified to the contrary, all references to Sections are references to Sections of this Agreement.

14. AMENDMENTS; INTEGRATION; WAIVER. To the extent permitted by law, this Agreement may be amended by a subsequent writing signed by all of the parties. This Agreement supersedes all negotiations, agreements and understandings among the parties with respect to the subject matter of this Agreement and constitutes the entire agreement among the parties to this Agreement. The failure of any party at any time or times to require performance of any provisions of this Agreement will in no manner affect the right to enforce the same. No waiver by any party of any conditions, or of the breach of any term, provision, warranty, representation, agreement or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances will be deemed or construed as a further or continuing waiver of any such condition or breach of any other term, provision, warranty, representation, agreement or covenant contained in this Agreement.

15. CONTROLLING LAW.

(a) This Agreement will be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Kentucky, without giving effect to the conflicts of law principles thereof.

(b) Notwithstanding anything to the contrary in this Agreement, any dispute, controversy or claim relating to this Agreement, other than the non-payment of fees by the Client to AWMA, that cannot be amicably resolved by the parties shall be finally and conclusively settled by arbitration conducted in Lexington, Kentucky under the Rules of the American Arbitration Association, by one arbitrator designated in accordance with such rules. The parties covenant and agree that the arbitration shall commence within five business days of the date on which a written demand for arbitration is received by any party hereto. In connection with the arbitration proceeding, the arbitrator shall have the power to order the production of documents by each party and any third-party witnesses; however, the arbitrator shall not have the power to order the taking of depositions, the answering of interrogatories or the response to requests for admission. In connection with any arbitration, each party shall provide to the other, no later than two business days before the date of the arbitration, the identity of all persons that may testify at the arbitration and a copy of all documents that may be introduced at the arbitration or considered or used by a party's witness or expert. The arbitrator's decision and award shall be made and delivered within 30 days of the selection of the arbitrator. The arbitrator shall not have power to award damages and each party hereby irrevocably waives any claim to such damages. The parties covenant and agree that they will participate in the arbitration in good faith and that they will share equally its costs, except as otherwise provided herein. Any party unsuccessfully refusing to comply with an order of the arbitrators shall be liable for costs and expenses, including attorneys' fees, incurred by the other party in enforcing the award.

(c) To the extent permitted by law, each party hereby expressly submits and consents in advance to such exclusive jurisdiction provided in this Agreement and agrees that service of such summons and complaint or other process or papers may be made by registered or certified mail addressed to such party at the address to which notices are to be sent pursuant to this Agreement. To the extent permitted by law, should any party, after being so served fail to appear or answer to any summons, complaint, or process or papers so served within 30 days after the mailing thereof, such party shall be deemed in default and an order and/or judgment may be entered against such party as demanded or prayed for in such summons, complaint,

process or papers. The exclusive choice of forum set forth in this Agreement shall not be deemed to preclude the enforcement of any judgment obtained in such forum or the taking of any action to enforce the same in any other appropriate jurisdiction.

(d) AWMA shall be permitted to bring an action against the Client for the non-payment of fees and any action for fees under this Agreement shall be brought and maintained only in the Fayette County District or Circuit Court, Lexington, Kentucky.

16. SEVERABILITY. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the parties waive any provision of law which renders any such provision prohibited or unenforceable in any respect.

17. COUNTERPARTS. This Agreement may be executed in counterparts, each of which will be deemed to be an original, and all of which will constitute the same instrument.

IN WITNESS WHEREOF, the parties hereto have affixed their hand as of the dates written below.

CLIENT:

Printed Name of Client

Signature

Date signed: _____

AGRICULTURE WORKFORCE MANAGEMENT ASSOCIATION, INC.

By: _____

Printed Name: _____

Title: _____

Date signed: _____

("AWMA")

U. S. Worker Referral Log

Employer: _____

[illegible]

Note: You are required to offer the H-2A job to U.S. workers who were employed by you in the previous year. Contact can be made by mail or other effective means.

DEL AL ASSOCIATES, INC.

880 Flordon Drive
Charlottesville, Virginia 22901
(434) 977-0668
(434) 977-0265 FAX

DelAl works with its clients to facilitate the processing of their applicants at the consulate. As an H2A employer you will be billed and you are responsible for the cost of our fees. Please review the schedule of fees per applicant below. No additional fees for our services will be charged to your applicants and you also agree no one from your organization will charge any fees what so ever to the applicants.

DelAl Processing fees:	
DelAl/DelAl Mexico: Coordination of presentation fee	\$ 90.00
OEI: Applications filing and Messenger service fee	\$ 40.00
Total per applicant	\$ 130.00

DelAl expressly agrees that it has not, shall not knowingly, and is hereby contractually forbidden to charge, seek, receive, accept, suggest the appropriateness of, or request any money, gratuity, kickback, or other payment (collectively "money"), either directly or indirectly through any other individual or entity, from an H-2A applicant or person who seeks or might seek to become an H-2A applicant (collectively "H-2A applicants") who is to be referred to or to be recruited by a third-party for the Client for employment. No principal or managing agent of DelAl shall knowingly make any charge, seek, receive, accept, suggest the appropriateness of, or request any money, either directly or indirectly, from any H-2A applicant.

The parties agree that the Client has, contractually forbidden DelAl from seeking or receiving payments from actual or prospective H-2A applicants except as described herein and as otherwise allowed by law.

DelAl Associates, Inc. and DelAl Mexico

Jeff E. Warner

Treasurer

Agreed to fees as scheduled above:

By ;

01/03/2013

DEL AL ASSOCIATES, INC.

**880 Flordon Drive
Charlottesville, Virginia 22901**

977-0668
(434) 977-0265 FAX

Contract to comply with prohibition against prohibited fees. 20 C.F.R. §§ 655.135(k), 655.20(p)

THIS AGREEMENT dated _____, is made by and between Del-Al Associates, Inc. and Del-Al Mexico, Inc. (collectively "Del-Al"), and the Employer on whose behalf this agreement is signed (the "Employer"):

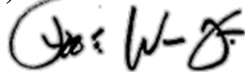
Del-Al shall neither shall seek nor receive payments or other compensation from prospective employees of the Employer. Under this agreement, Del-Al and any agent of or employee of Del-Al are prohibited from seeking or receiving payments from any prospective employee of Employer at any time, including before or after the worker obtains employment. Payments include but are not limited to, any direct or indirect fees paid by such employees for recruitment, job placement, processing, maintenance, attorneys' fees, agent fees, application fees, or petition fees.

This Agreement shall continue until rescinded by either party.

Employer Name:

Employer Signature:

Del-Al Associates, Inc. and Del-Al Mexico S. de RL de CV

By  _____

Del Al Associates, Inc., Jeff E. Warner, Jr., Secretary/Treasurer
Del-Al Mexico, S de RL de CV Jeff E Warner, Jr, Director

Part 7. Certification Regarding the Release of Controlled Technology or Technical Data to Foreign Persons in the United States

(This section of the form is required only for H-1B, H-1B1 Chile/Singapore, L-1, and O-1A petitions. It is not required for any other classifications. Please review the Form I-129 General Filing Instructions before completing this section.)

Select Item Number 1. or Item Number 2. as appropriate. DO NOT select both boxes.

With respect to the technology or technical data the petitioner will release or otherwise provide access to the beneficiary, the petitioner certifies that it has reviewed the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR) and has determined that:

1. ☐ A license is not required from either the U.S. Department of Commerce or the U.S. Department of State to release such technology or technical data to the foreign person; or
2. ☐ A license is required from the U.S. Department of Commerce and/or the U.S. Department of State to release such technology or technical data to the beneficiary and the petitioner will prevent access to the controlled technology or technical data by the beneficiary until and unless the petitioner has received the required license or other authorization to release it to the beneficiary.

Part 8. Declaration, Signature, and Contact Information of Petitioner or Authorized Signatory (Read the information on penalties in the instructions before completing this section.)

Copies of any documents submitted are exact photocopies of unaltered, original documents, and I understand that, as the petitioner, I may be required to submit original documents to U.S. Citizenship and Immigration Services (USCIS) at a later date.

I authorize the release of any information from my records, or from the petitioning organization's records that USCIS needs to determine eligibility for the immigration benefit sought. I recognize the authority of USCIS to conduct audits of this petition using publicly available open source information. I also recognize that any supporting evidence submitted in support of this petition may be verified by USCIS through any means determined appropriate by USCIS, including but not limited to, on-site compliance reviews.

If filing this petition on behalf of an organization, I certify that I am authorized to do so by the organization.

I certify, under penalty of perjury, that I have reviewed this petition and that all of the information contained in the petition, including all responses to specific questions, and in the supporting documents, is complete, true, and correct.

1. Name and Title of Authorized Signatory

Family Name (Last Name)

Given Name (First Name)

Title

2. Signature and Date

Signature of Authorized Signatory

Date of Signature (mm/dd/yyyy)



3. Signatory's Contact Information

Daytime Telephone Number

Email Address (if any)

NOTE: If you do not fully complete this form or fail to submit the required documents listed in the instructions, a final decision on your petition may be delayed or the petition may be denied.

Section 2. Complete This Section If Filing for H-2A or H-2B Classification (continued)

11. Have any of the workers you are requesting experienced an interrupted stay associated with their entry as an H-2A or H-2B? (See form instructions for more information on interrupted stays.) ☐ Yes ☒ No

If yes, document the workers' periods of stay in the table on the first page of this supplement. Submit evidence of each entry and each exit, with the petition, as evidence of the interrupted stays.

- 12.a. If you are an H-2A petitioner, are you a participant in the E-Verify program? ☐ Yes ☒ No

- 12.b. If yes, provide the E-Verify Company ID or Client Company ID.

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The H-2A/H-2B petitioner and each employer consent to allow Government access to the site where the labor is being performed for the purpose of determining compliance with H-2A/H-2B requirements. The petitioner further agrees to notify DHS beginning on a date and in a manner specified in a notice published in the Federal Register within 2 workdays if: an H-2A/H-2B worker fails to report for work within 5 workdays after the employment start date stated on the petition or, applicable to H-2A petitioners only, within 5 workdays of the start date established by the petitioner, whichever is later; the agricultural labor or services for which H-2A/H-2B workers were hired is completed more than 30 days early; or the H-2A/H-2B worker absconds from the worksite or is terminated prior to the completion of agricultural labor or services for which he or she was hired. The petitioner agrees to retain evidence of such notification and make it available for inspection by DHS officers for a one-year period. "Workday" means the period between the time on any particular day when such employee commences his or her principal activity and the time on that day at which he or she ceases such principal activity or activities.

The petitioner must execute **Part A**. If the petitioner is the employer's agent, the employer must execute **Part B**. If there are joint employers, they must each execute **Part C**.

For H-2A petitioners only: The petitioner agrees to pay \$10 in liquidated damages for each instance where it cannot demonstrate it is in compliance with the notification requirement.

Part A. Petitioner

By filing this petition, I agree to the conditions of H-2A/H-2B employment and agree to the notification requirements. For H-2A petitioners: I also agree to the liquidated damages requirements defined in 8 CFR 214.2(h)(5)(vi)(B)(3).

Signature of Petitioner

Name of Petitioner

Date (mm/dd/yyyy)

			
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Part B. Employer who is not the petitioner

I certify that I have authorized the party filing this petition to act as my agent in this regard. I assume full responsibility for all representations made by this agent on my behalf and agree to the conditions of H-2A/H-2B eligibility.

Signature of Employer

Name of Employer

Date (mm/dd/yyyy)

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Part C. Joint Employers

I agree to the conditions of H-2A eligibility.

Signature of Joint Employer	Name of Joint Employer	Date (mm/dd/yyyy)
Signature of Joint Employer	Name of Joint Employer	Date (mm/dd/yyyy)
Signature of Joint Employer	Name of Joint Employer	Date (mm/dd/yyyy)
Signature of Joint Employer	Name of Joint Employer	Date (mm/dd/yyyy)

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