



H2AUSA agrees to provide agricultural personnel _____hereinafter called “Customer”. The parties agree to the following terms.

1. H2AUSA agrees to provide _____ approved H-2A workers for customer. The workers will be transported to customer’s work site on _____.
2. The Customer is responsible for providing H2AUSA with a summary of hours worked per employee. Workers will be paid from the summary. The work week ends Sunday at midnight. Summaries of hours worked along with box count and trip tickets will be faxed daily to (901) 398-2912. A weekly total will be faxed no later than 10:00 a.m. Monday. Customer will be invoiced based on the summary provided.
3. Invoice will include all additional fees and service charges authorized by the Customer. Invoice will be provided to customer no later than the end of the business day on Tuesday of each week. Once the deposit is confirmed, we will then overnight payroll checks. Fees and service charges are itemized on Attachment A of this agreement.
4. Payment will be made by Customer via wire transfer by 12:00 p.m. on Thursday each week. The specific bank account will be opened by H2AUSA.
5. Worker’s checks will be delivered via overnight service on each Thursday morning. Checks may be distributed on Fridays.
6. Transportation from and to the American Consulate in Mexico will be arranged by H2AUSA. If these expenses are paid by the employee we will have to reimburse them after they have worked 50% of their contract if they present receipts and the receipts are no more than the lowest published fare.

7. A cash advance for each worker will be provided to cover food costs and living expenses until such time as the worker receives the first payroll check. This cost will be invoiced to the Customer. The cash advance will be deducted from the worker’s 2nd payroll check and refunded or credited to Customer. Actual amount of the cash advance will be itemized on Attachment A and may be amended as needed.
8. H2AUSA will provide Workers’ Comp Insurance for all workers. General Liability Insurance will also be provided by H2AUSA if requested by customer. Both will be invoiced weekly along with any/all other fees and service charges. Actual charges for any insurance are itemized on Attachment A.
9. Housing for all H2A workers will be provided by H2AUSA. The actual cost of the housing will be invoiced to Customer on the 20th of each month. Any late fees accrued due to the Customer late payment, will be invoiced to the Customer
10. Workers will be required to supply their own Pick Sacks.
11. Daily transportation to and from local work sites will be provided by H2AUSA and billed to customer. Expenses will be itemized, documented, and invoiced weekly.
12. Termination of Workers: H2AUSA has the sole authority to terminate any worker after 3 (three) notices have been provided. It is agreed that both H2AUSA and Customer will consult together with any production related issues prior to any terminations.
13. There will be a non-refundable application fee of \$100 per worker paid at the execution of the contract to initiate the contract.

H2AUSA Mike Nobles

Date

Date



ATTACHMENT A - Fee & Service Schedule

The following details, charges, fees, and services to be provided by H2AUSA in behalf of _____.

1. Payroll: Your State minimum adverse wage rate of pay is \$_____ per hour or the pick rate whichever is greatest will be paid all harvest workers.
 - a. Funds for payroll to be transferred weekly on Thursday before checks are issued to workers.
2. Payroll Service: _____ % of payroll
 - a. To be paid weekly on each Thursday along with payroll.
3. Management Fee: _____ % of payroll.
 - a. Additional charges for extra services provided by H2AUSA management will be billed at the following rate:
 1. \$40.00 per hour plus travel expenses (may be prorated between other growers)
 - b. To be paid weekly on each Thursday along with payroll.
4. Workers Comp Insurance: _____ % of payroll.
 - a. additional charges for medical related services will be billed at the following rate:
 1. \$ 20.00 per hour for H2AUSA field personnel
 2. 0.50 per mile
 3. Any medical related expenses customer elects to pay.
5. General Liability Insurance: _____% of payroll. If the customer does not want to provide general liability, H2AUSA must be listed as additional insured by endorsement by the customer policy to the general liability by the customer. Such endorsement must be provided to the H2AUSA insurance carrier
6. Leased Housing: To be provided by H2AUSA.
 - a. H2AUSA will provide approved housing for all workers.
 - b. Housing for H2AUSA employees will be billed at the rate of \$_____ (determined by market)
7. Transportation: All transportation to and from the work site will be provided by H2AUSA on H2AUSA owned buses. H2AUSA will provide all DOT inspections and liability insurance. Costs for transportation will be billed to customer weekly. All expenses will be itemized and documented.
8. Other Fees & Services: Customer will be responsible for the following miscellaneous charges per worker:



www.H2AUSA.com
H-2A Farm Labor Contract
Turnkey Agreement

ATTACHMENT A - Fee & Service Schedule – (Cont)

THESE ARE ESTIMATES

a. H2AUSA Contract Initiation Fee	\$ 100.00 (Non-Refundable)
b. Mexican Agent Fee	\$ 60.00
c. Visa Application Fee	\$ 130.00
d. Visa Fee	\$ 110.00
e. Transportation to US	\$ 250.00
f. Meals	\$ 25.00 (approx. \$12.50 per day – 2 days)
g. Stay at Hotel	\$ 50.00 (approx. 2 day stay)
Estimated Total:	<u>\$ 725.00</u>

9. If the workers pay any of these fees listed in Item 8 we are required to reimburse them when they have worked fifty percent (50%) of the contract period. However, in Florida, Georgia, & Alabama their first weeks pay cannot be lower than the state minimum after deducting expenses they have paid. We want to make you aware of this in case other courts decide to apply this rule in your state.



www.H2AUSA.com
H-2A Farm Labor Contract
Turnkey Agreement
ATTACHMENT B

PLEASE ENTER ANY MISSING INFORMATION

CUSTOMER INFORMATION

CUSTOMER NAME: _____
CUSTOMER PHYSICAL ADDRESS: _____
CONTACT: _____
CUSTOMER PHONE #: _____
CUSTOMER FAX #: _____

JOB INFORMATION

JOB NAME: _____
JOB SUPERVISOR: _____
PHONE & FAX # AT JOB SITE: _____
JOB START DATE: _____
JOB DURATION: _____
JOB LOCATION: _____

JOB ORDER

# OF PERSONS NEEDED	_____	
EQUIPMENT NEEDED:	_____	none
PAY RATE FOR WORKER:	\$ _____	
OVERTIME RATE:	_____	none
WORKERS' COMPENSATION:	_____	% OF PAYROLL
GENERAL LIABILITY:	_____	% OF PAYROLL
SOCIAL SECURITY:	_____	none OF PAYROLL
UNEMPLOYMENT:	_____	none OF PAYROLL
ADMINISTRATIVE FEE:	_____	%* OF PAYROLL
TOTAL MARK-UP:	_____	% OF PAYROLL
HOUSING:	_____	

* ____% For Processing Payroll

* ____% For managing compliance with H-2A, MSPA, and any State or County Regulations as related to the H-2A Program

Signature **Date**

Signature **Date**
H2AUSA



The services that we provide include:

1. Complete and Process ETA Forms 750, 790, and Supplements.
2. Find Housing.
3. Meet with STATE and COUNTY housing inspectors to get housing approved.
4. Once housing is approved by SWA and the Health Department, they will forward it to the NPC
5. Once certification is approved by NPC, the case is forwarded to USCIS (United States Citizenship and Immigration Services).
6. Once approved by USCIS forward to Consulate.
7. Set appointment with Consulate.
8. Recruit workers. (With your help)
9. Do pre-interview with workers.
10. Make payment to Consulate for application processing. (Will not take payments from workers, we will pay and bill you.)
11. Make payment to Consulate for visa processing. (Will not take payments from workers, we will pay and bill you.)
12. Bring workers to border to get I-94 stamped.
13. Make sure housing is ready for workers before they arrive.
14. Transport the workers to the farm. (We will find the lowest rate and bill to you.)
15. Take workers to get Social Security number.
16. Manage compliance of all aspects of the H-2A, *MSPA, and any State or County Regulations.
17. Handle payroll, worker's comp., and related issues.

***H-2A specifically excludes MSPA however; we match MSPA standards where applicable**



RECRUITING

Recruiting is the most important part of the process. After twenty years, we have developed a recruiting system that produces 75% to 80% retention the first year and 85% to 90% by the third year. Last year with our H-2A workers, 85% of our workers made more money by the piece than by the hour (not bad). We go with you or your company representative to recruit workers. We are incorporated in Mexico and have all the necessary permits and licenses to do recruiting. We do not just bring you bodies; we are working for long-term relationships. Hardworking, stable, and experienced workers who return year after year are necessary to make that happen. **Recruiting is job one!**



Application Processing and Approval Timeframe

On average, H-2A workers take from 90 to 120 days to get here from the time you sign the Contract. We have listed below the general timeframe for each stage of the process.

- 10 – 20 days to get State Employment Approval
- 15 – 30 days to get U.S. Department of Labor Approval
- 21 – 45 days to get Federal USCIS (United States Citizen and Immigration Services) Approval
- 1 – 3 days processing by our Agent in Mexico
- 5 – 30 days to get Approval at the American Consulate in Mexico after getting approval from USCIS (United States Citizen and Immigration Services)
- 10 – 30 days to find housing and get a lease agreement (If Applicable)
- 3 – 5 days processing at the Consulate
- 1 – 5 days travel to your business from Consulate

Minimum Time Frame	Estimated Maximum Time Frame
66 days Min	168 + days Max

CUSTOMER SIGNATURE

DATE

H2AUSA SIGNATURE

DATE