



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



**B. Minimum Job Qualifications/Requirements**

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *		3. Training: number of <u>months</u> required. *	
1		0	
4. Basic Job Requirements (check all that apply) §			
<input type="checkbox"/> a. Certification/license requirements <input type="checkbox"/> b. Driver requirements <input type="checkbox"/> c. Criminal background check <input checked="" type="checkbox"/> d. Drug screen <input checked="" type="checkbox"/> e. Lifting requirement <u>32</u> lbs.		<input checked="" type="checkbox"/> f. Exposure to extreme temperatures <input checked="" type="checkbox"/> g. Extensive pushing or pulling <input checked="" type="checkbox"/> h. Extensive sitting or walking <input checked="" type="checkbox"/> i. Frequent stooping or bending over <input checked="" type="checkbox"/> j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *		5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6. Additional Information Regarding Job Qualifications/Requirements. *			
<i>(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "NONE" below)</i> <b>Workers must be dependable and punctual and have the ability to stand, bend, and work for long periods outdoors. They must pay attention to detail and quality. Workers must adhere to all safety rules as instructed by supervisors and practice safety in all aspects of work.</b>			

**C. Place of Employment Information**

1. Place of Employment Address/Location *				
1109 Futch Loop				
2. City *		3. State *	4. Postal Code *	5. County *
Plant City		Florida	33566	Hillsborough County
6. Additional Place of Employment Information. <i>(If no additional information, enter "NONE" below)</i> *				
Agricultural business: Fancy Farms Inc 5/6/2026 - 5/31/2026 49 total workers				
7. Is a completed <b>Addendum B</b> providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A

**D. Housing Information**

1. Housing Address/Location *				
2811 E Medulla Rd				
2. City *		3. State *	4. Postal Code *	5. County *
Plant City		Florida	33566	Hillsborough County
6. Type of Housing <i>(check only one)</i> *			7. Total Units *	8. Total Occupancy *
<input checked="" type="checkbox"/> Employer-provided (including mobile or range) <input type="checkbox"/> Rental or public			5	39
9. Identify the entity that determined the housing met all applicable standards: *				
<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____				
10. Additional Housing Information. <i>(If no additional information, enter "NONE" below)</i> *				
Housing provided by the fixed-site grower Fancy Farms Inc.				
11. Is a completed <b>Addendum B</b> providing additional information on housing that will be provided to workers attached to this job order? *				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A



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**E. Provision of Meals**

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. \*

*(Please begin response on this form and use Addendum C if additional space is needed.)*

Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities which will enable workers to prepare their own meals. Dining, kitchen/cooking facilities and other common areas are shared by all workers. The employer will also provide free transportation for the workers residing in employer-provided housing, once per week to and from the food store. In the event that kitchen facilities become unavailable during the contract period, the employer will provide three daily meals in accordance with 20 CFR 655.122(g) and deduct the cost of such meals up to the maximum allowable amount published in the Federal Register, or as otherwise approved by the U.S. Department of Labor.

2. The employer: *	<input checked="" type="checkbox"/> <b>WILL NOT</b> charge workers for meals.
	<input type="checkbox"/> <b>WILL</b> charge each worker for meals at \$ <u>    </u> . <u>    </u> per day, if meals are provided.

**F. Transportation and Daily Subsistence**

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. \*

*(Please begin response on this form and use Addendum C if additional space is needed.)*

For workers residing in the employer's housing, the employer will provide transportation between the worker's living quarters and the employer's worksite and return without cost to the worker. The employer assures that all employer-provided transportation meets all applicable local, state and federal requirements. (Continued in Addendum C)

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). \*

*(Please begin response on this form and use Addendum C if additional space is needed.)*

For workers hired from beyond normal commuting distance, after completion of 50 percent of the work contract period, the employer shall reimburse the worker for cost incurred by the worker for transportation and daily subsistence, as required by DOL regulations, from the place from which the worker has come to work for the employer to the place of employment. (Continued in Addendum C)

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	\$ <u>16</u> . <u>28</u>	per day *
	b. no more than	\$ <u>68</u> . <u>00</u>	per day with receipts

**G. Referral and Hiring Instructions**



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1. Explain how prospective applicants may be considered for employment under this job order, including verifiable contact information for the employer (or the employer's authorized hiring representative), methods of contact, and the days and hours applicants will be considered for the job opportunity. \*

*(Please begin response on this form and use Addendum C if additional space is needed.)*  
 Interested candidates are to contact their local career center. Candidates should be fully apprised by the local career center of the terms, conditions, requirements, and nature of employment prior to referral and may be given a copy of the ETA Form 790 and its corresponding attachments. Career center staff may refer candidates who have been screened for entire season availability, legality to work in the U.S., and who are willing, able and qualified to perform the job duties. Referrals are to be directed to the Human Resources Department at (813) 699-9932 during office hours of Monday - Friday from 10:00am - 12:00pm and 1:00pm - 3:00pm. Collect calls will not be accepted. For referrals from beyond normal commuting distance, an application may be sent to the employer or a telephone interview may be requested. The employer will contact applicants who have submitted an application to conduct an interview by phone.

Prior to referral, each worker should either read or have read to them a copy of the job offer and should understand all terms and conditions of employment as noted in the order. All workers should also be advised that they will be expected to work for the total period of employment as noted in the job offer and should be available to work in any one of the listed activities at the discretion of the employer. Local workers must have transportation to the job site. All workers from within normal commuting distance recruited against this job order will not be provided housing and transportation. All applicants should be advised that they must possess and bring with them original documentation of identity and employment eligibility, sufficient to complete the USCIS Form I-9, as required by the Department of Homeland Security.

2. Telephone Number to Apply * +1 (813) 699-9932	3. Extension § N/A	4. Email Address to Apply * aglaborh2a@gmail.com
5. Website Address (URL) to Apply * N/A		

**H. Additional Material Terms and Conditions of the Job Offer**

1. Is a completed <b>Addendum C</b> providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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**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 part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. 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 part 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 places of employment for which the employer is requesting temporary agricultural 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 or secure housing for the 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, and/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 or public housing 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, and/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 employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.
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), .210(d), or .302(c).



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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). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

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 came to work for the employer to the employer's place of employment, whether in the U.S. or abroad. 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 be 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).

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 place of employment to such subsequent employer's place of employment, 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 place of employment to such subsequent employer's place of employment, 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 employer's obligation to hire U.S. workers who apply or are referred after the employer's date of need during the recruitment period set out in 20 CFR 655.135(d). 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 place(s) of employment 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 500.104 or 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).



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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. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). 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).

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), a prevailing wage rate, the agreed-upon collective bargaining rate, the Federal minimum wage, or the State minimum wage, whichever is highest, 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 wage rate, Federal minimum wage, State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest. If the applicable AEWR or prevailing wage is adjusted during the contract period, and that new rate is higher than the highest of the AEWR, the prevailing wage, the collective bargaining rate, the Federal minimum wage, or the State minimum wage, the employer will increase the pay of all employees in the same occupation to the higher rate no later than the effective date of the adjustment. If the new AEWR or prevailing wage is lower than the rate guaranteed on this job order, the employer will continue to pay at least the rate guaranteed on this job order.

If the worker is paid on a piece rate basis, the piece rate must be no less than the prevailing piece rate for the crop activity or agricultural activity and, if applicable, a distinct work task or tasks performed in that activity in the geographic area, if one has been issued. At the end of the pay period, if 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, 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 guarantees 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, the 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 U.S. 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 after the worker fails to show up for work at the regularly scheduled time 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 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



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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 place of employment 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 place of employment to the subsequent employer's place of employment. 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 or who does not require a visa for entry to the United States, 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 work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).
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 first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., email 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 first date of need expeditiously. 20 CFR 653.501(c)(3)(i).  
  
If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first 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 first 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/or 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 §
Cruz	Julio	C
4. Title *		
Director		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 3/19/2026
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**A.9. Additional Crop or Agricultural Activities and Wage Offer Information**

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units / Estimated Hourly Rate / Special Pay Information
	Blackberry Harvesting	\$ 14 . 00	Hour	
	Jalapeno Harvesting	\$ 02 . 50	Piece Rate	\$2.50 and up per 1 1/9 bushel box. The estimated hourly rate is \$15.00 based on workers averaging 6 boxes/hr. at \$2.50 piece rate. \$14.00 per hour guaranteed.
	Bell Pepper Harvesting	\$ 02 . 25	Piece Rate	\$2.25 and up per 1 1/9 bushel box. The estimated hourly rate is \$15.75 based on workers averaging 7 boxes/hr. at \$2.25 piece rate. \$14.00 per hour guaranteed.
	Watermelon Harvesting	\$ 14 . 00	Hour	
	Field Walking	\$ 17 . 00	Hour	
	Other Farm Labor	\$ 14 . 00	Hour	
		\$ .		
		\$ .		
		\$ .		
		\$ .		

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**C. Additional Place of Employment Information**

1. Name of Agricultural Business §	2. Place of Employment *	3. Additional Place of Employment Information §	4. Begin Date §	5. End Date §	6. Total Workers §
Fancy Farms Inc	5212 Drane Field Rd Lakeland, Florida 33811 POLK COUNTY		5/6/2026	5/31/2026	49
Fancy Farms Inc	2619 Medulla Rd Plant City, Florida 33566 HILLSBOROUGH COUNTY		5/6/2026	5/31/2026	49
Fancy Farms Inc	3525 Cason Rd Plant City, Florida 33566 HILLSBOROUGH COUNTY		5/6/2026	5/31/2026	49

**D. Additional Housing Information**



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1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	5110 Clay Turner Rd Plant City, Florida 33563 HILLSBOROUGH COUNTY	Fancy Farms housing	2	13	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input checked="" type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations	5104 Coronet Rd Plant City, Florida 33566 HILLSBOROUGH COUNTY	Fancy Farms housing	1	20	<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____
<input type="checkbox"/> Employer-provided <input type="checkbox"/> Rental or public accommodations					<input type="checkbox"/> Local authority <input type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input type="checkbox"/> Federal authority <input type="checkbox"/> Other _____

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**H. Additional Material Terms and Conditions of the Job Offer**

*a. Job Offer Information 1*

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Anticipated Hours of Work per Week
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Six (6) hours per day Monday through Friday and three (3) hours per day Saturday and Sunday is normal, however, the worker may be requested, but not required, to work additional hours per day and/or federal holidays depending upon the conditions of the crop, weather, maturity of the crop and market conditions. The work schedule may vary from day to day depending on the weather and crop and the start time may be earlier or later than the disclosed time.</p> <p>All workers will be required to take a one-half hour lunch period in order to rest and eat their lunch meal. The one-half hour lunch period must be a bona fide meal period. Bona fide meal periods are not work time. Bona fide meal period does not include coffee breaks or time for snacks. The employee must be completely relieved from duty for the purpose of eating regular meals. Ordinarily, 30 minutes or more is long enough for a bona fide meal period. These are rest periods. In order for the employer to make a deduction from worker's pay for lunch, the worker must be taking bona fide meal periods. The employee is not relieved if he is required to perform any duties, whether active or inactive, while eating.</p>			

*b. Job Offer Information 2*

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - 1st Addendum
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Workers will perform assigned duties as instructed by their supervisor. Duties may vary from time to time. In order to perform this kind of work, worker must be able to work outside for at least 6 hours a day in all kinds of weather and be in possession of the requisite physical strength and endurance to repeat the picking process rapidly, working quickly and skillfully with their hands. The first 7 working (business) days of employment are considered as an introductory period as set forth in the Company Employee Handbook. This will be time to learn and understand tasks involved in the job position, your co-workers, the farm manager, and supervisors. During this time, the company will evaluate the worker's suitability for employment and the worker can evaluate the company as well. Workers are expected to be at work on time every day that work is available and to work the full workday as specified in this job order.</p> <p>Each worker will be assigned a picking badge for identification of the workers employment number and for clocking in and out during the workday. The worker will be responsible for taking the picking badge to work every day and keeping it throughout the workday. At the end of the workday, workers will present their picking badge to the supervisor to clock out and to get credit for the full amount of production that the worker picked during the day.</p> <p>Blackberry Harvesting: Workers will use picking stand and move down assigned row, picking all ripe berries, taking care to sort and pack containers by size, shape, color, quality and quantity as directed by the supervisor. Each worker shall handle berries carefully to avoid bruising. Bruising will weaken the berry. Upon completion of each box picked, the worker will take his/her completed box to the crate shed to be viewed for grade, palletized and receive credit on his/her picking badge. Any containers that are over under packed will be returned to the worker for repacking.</p> <p>Bell Pepper and Jalapeno Harvesting: Workers will move down assigned row and pick according to size, shape, color and maturity and pack directly into box, carefully so as not to bruise. Workers will be responsible for selecting pepper according to criteria and discarding poor quality, rotting and/or over-ripened peppers. When full, workers will carry box to load onto trailer. Workers will receive credit for box. Workers must pick at least four boxes of jalapeno and per hour and four boxes of bell pepper per hour.</p>			

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**H. Additional Material Terms and Conditions of the Job Offer**

*c. Job Offer Information 3*

1. Section/Item Number *	<b>A.8a</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Duties - 2nd Addendum</b>
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b>                  Watermelon Harvesting: Worker will move down the row and use a knife to cut ripe watermelons off the vine. The watermelons are then loaded into boxes on a flatbed truck by passing, catching and lifting, until it reaches the worker on the truck, who then places it in the box.</p> <p>Field walking: Worker goes behind harvesters and picks what was left behind by harvesters and/or reports to supervisors. They may also at times pick alongside harvesters depending on need.</p> <p>Quality control: Check fruit picked by workers for quality, according to high-quality standards set forth in the company food safety policy and standard operation procedures, and return fruit that doesn't meet specifications.</p> <p>Drip-tape Hook Up: Workers will be required to cut drip-tape at end of bed as instructed and hook up drip-tape to main water line.</p> <p>Weeding: Workers will remove weeds by use of a hoe/pickaxe from walk-way and remove all weeds growing around plants by hand. Workers will remove weeds from the growing area by raking piles of debris and disposing of them as directed by the supervisor.</p> <p>Plastic and drip-tape removal: Workers will unhook drip-tape from main water line, walk down row while pulling drip-tape up and pulling plastics down the bed until it is completely removed. Workers will remove plastics by pulling plastics up, take removed plastics and drip-tape to proper disposal or burning station, as instructed by the supervisor, located at the end of the row.</p> <p>General Farm Labor: Some of the work required from the worker to be performed that is incidental to farming crops listed in this application, may be described as performing hand cultivation duties, weeding or hoeing crops, cleaning, repairing seed beds and racks, setting up and moving irrigation pipes and equipment.</p>			

*d. Job Offer Information 4*

1. Section/Item Number *	<b>A.8a</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Duties - 3rd Addendum</b>
<p><b>3. Details of Material Term or Condition (up to 3,500 characters) *</b>                  The employer will provide the tools necessary to perform the described job duties without charge to the worker. The employer will charge the workers for reasonable costs related to the worker's refusal or negligent failure to return the tools or due to such worker's willful damage or destruction of the tools or equipment. Workers must be careful to handle tools, equipment and product in a manner to avoid injury or damage. Workers must wear assigned personal protective equipment when required. Workers must report for work daily wearing appropriate work clothing and boots or other durable footwear. Workers wearing inappropriate clothing will not be permitted to start work.</p> <p>Sanitation Requirements: For food and general safety purposes, all workers will be required and expected to follow common sanitary practices at all times. This is particularly critical when working in agricultural crops for human consumption. Employees are required to cleanse their hands by washing them thoroughly with soap and water after using the bathroom and before entering the fields. All workers must report all injuries, illnesses, and/or disease. Workers shall report immediately any cuts or abrasions that cause open bleeding. No tobacco, food, gum, candy, drink (other than water) or medication is allowed while working in the field. No jewelry, watches or fingernails longer than 1/8" are allowed. No open toe shoes or sandals are permitted. Glass bottles, drinking glasses, and any item made from glass are prohibited in the field. Improper hygiene will not be tolerated. Employees must throw used bathroom tissue into the toilet every time, then flush the toilet. Must keep restrooms, rest areas and portable facilities in the field clean for others. Each worker must clean their work area each day and dispose of trash and discarded items in provided receptacles.</p> <p>General conditions: On the first workday, the employer will provide specific instructions (up to 1 hour) in the proper way to perform the crop activity. Thereafter, the worker will be expected to perform the task with diligence as instructed. By the beginning of the second working day, workers will be expected to perform the work in a manner specified by the employer and described herein, while not adversely affecting the productivity of the other workers. After the seven-day introductory period, workers who fail to meet the standard specified previously and/or fail to perform the work in the manner specified may be terminated. Workers must work at a sustained, vigorous pace and make bona fide efforts to work efficiently and consistently that are reasonable under climatic, horticultural, and other working conditions, considering also the amount, quality, and efficiency of work accomplished by similarly situated workers who are experienced in this activity.</p>			

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**H. Additional Material Terms and Conditions of the Job Offer**

*e. Job Offer Information 5*

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Zero-Tolerance Policy</b>
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer is a drug-free workplace and has a zero-tolerance policy for drugs and alcohol in the workplace and in the employer provided housing. Drug use, possession, or being under the influence of illegal or unauthorized substances is strictly prohibited during work hours and on farm premises and employer-provided housing premises. Alcohol consumption is strictly prohibited during work hours and on farm premises and employer-provided housing premises. Employees must report to work sober and remain alcohol-free and drug-free throughout the workday. Violation of this policy is grounds for immediate termination.</p>			

*f. Job Offer Information 6*

1. Section/Item Number *	<b>B.6</b>	2. Name of Section or Category of Material Term or Condition *	<b>Job Requirements - Termination</b>
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Termination: Employer may terminate the worker with notification to the local career center if the worker: (a) refuses without justified cause to perform work for which the worker was recruited and hired or refuses to follow work and housing rules; (b) commits serious acts of misconduct; (c) malingers or otherwise refuses to work in accordance with directions or is otherwise obviously unqualified to perform the job; (d) is physically able but does not demonstrate the willingness to perform the work necessary; (e) fails to meet the established production standard contained in this petition, if applicable, when employed under the piece rate system after the first 7 work days; (f) or other job-related reasons; (g) falsifies identification, personnel, medical or other work-related records; (h) commits acts of insubordination; (i) employer is made aware of a criminal conviction record or status as a registered sex offender that the employer reasonably believes, consistent with current law, will impair the safety and living conditions of other workers.</p> <p>In general, with respect to item (b) above, "serious acts of misconduct" includes but is not limited to: theft from the employer or other workers; fraud or falsifying work related records, intoxication during the work day; use of illegal drugs; disobeying a lawful and reasonable instruction given by the employer or supervisor; abusing or threatening other employees, supervisor or employer; spitting, demeaning or use of profanity towards other workers, employer or supervisor; bullying or harassing (including verbal, physical, sexual) other employees, supervisor or employer; willful or malicious damage to employer's or other worker's property.</p> <p>In general, with aspect to item (h) above, insubordination will be considered to be willful or intentional failure to obey a lawful and reasonable request from the employer or supervisor. The basic elements of insubordination include: 1. A reasonable and lawful direct order was issued to the employee, either verbally or in writing, by the employer or supervisor; 2. Employee received the order orally or in writing and communicated confirmation of understanding the order; and 3. Employee refused to obey the order directly through an explicit statement of refusal or through non-performance.</p> <p>Five unexcused absences by the worker will be considered a job-related reason for worker termination. The employer will report workers who a) voluntarily abandon employment before the end of the contract period, or b) are terminated for cause, to the Department of Labor, and H-2A workers to the Department of Homeland Security, in writing or other approved method, no later than two (2) days after the abandonment or termination occurs. Abandonment will be deemed to begin after a worker fails to report for work at the regularly scheduled time for five (5) consecutive working days without the consent of the employer.</p>			

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**H. Additional Material Terms and Conditions of the Job Offer**

*g. Job Offer Information 7*

1. Section/Item Number *	<b>F.1</b>	2. Name of Section or Category of Material Term or Condition *	<b>Daily Transportation - Daily Transportation Schedule</b>
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>The employer will use one of its many buses, ranging from 52-passengers to 56-passengers, for daily transportation. Workers will be picked up from employer-provided housing between 6:30am and 6:45am, depending on distance, and occasionally earlier or later when scheduled to work a different shift due to the heat or weather.</p> <p>U.S. domestic workers not living in employer-provided housing will be assigned to a crew that travels through the workers' living quarters daily and/or will be provided a free parking space at the company-provided housing facility closest to their home and will be provided free transportation from the employer's housing to the employer's worksite and return without cost to the worker.</p>			

*h. Job Offer Information 8*

1. Section/Item Number *	<b>F.2</b>	2. Name of Section or Category of Material Term or Condition *	<b>Inbound/Outbound Transportation - Continued</b>
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>If enough qualified workers are available at the same time and place to come to work for the employer, the employer may, at the employer's option, coordinate group transportation arrangements. This includes arranging for group purchase of bus tickets, charter bus service, employer-provided or other arrangements or assistance, as appropriate, depending on the most cost-effective method at the time.</p> <p>If the worker completes the work contract period, the employer will provide or pay for the worker's transportation (by way of bus or plane) and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, came to work for the employer, or, if the worker has contracted with a subsequent employer who has not agreed in that 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 will provide or pay or such expenses; except that, if the worker has contracted for employment with a subsequent employer who, in that contract, has agreed to pay for the worker's transportation and daily subsistence expenses from the employer's worksite to such subsequent employer worksite, the employer is not required to provide or pay for such expenses.</p>			

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