

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



A. Job Offer Information

1. Job Title * Agriculture Equipment Operator								
2. Workers Needed *		a. Total	b. H-2A Workers	3. First Date * 5/23/2026				4. Last Date * 9/1/2026
		2	2					
5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6. Anticipated days and hours of work per week (an entry is required for each box below) *							7. Hourly Work Schedule *	
35	a. Total Hours	7	c. Monday	7	e. Wednesday	7	g. Friday	
0	b. Sunday	7	d. Tuesday	7	f. Thursday	0	h. Saturday	
							a. 8 : 00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	
							b. 3 : 00 <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM	
Temporary Agricultural Services and Wage Offer Information								
8a. Job Duties - Description of the specific services or labor to be performed. * (Please begin response on this form and use Addendum C if additional space is needed.) Job Description: Clearing the land to ensure it's free from obstacles, enabling better sunlight penetration and soil aeration to enhance pasture for future grazing or planting. Address pests and weeds to reduce their habitat and suppress the growth of invasive weeds. Remove decayed vegetation and organic waste, and rejuvenate the soil for agriculture. Duties include but are not limited to, land clearing, soil preparation, operating tillage equipment, & cutting equipment. Perform any combination of the following duties related to preparing soil and growth media, cultivating, and participating in other agricultural activities. Hauls and spreads topsoil, fertilizer, etc, to condition land. Dig, rake, and screen soil. Proficient use of tractor, chain saw, and other hand tools. Physical Requirements: Workers may be required to handle products weighing up to 75 pounds and lift to a height of 5 feet. The job requires working on one's feet in bent positions for extended periods, performing repetitive movements, and engaging in extensive walking, stooping, and bending. Work is required in fields when plants are wet with dew and rain, and may also be necessary during light rain, snow, moderate winds, direct sunlight, high humidity, and extreme temperatures. Temperatures in fields during working hours can range from 10 to over 100 degrees F. Workers may be required to work during occasional showers not severe enough to stop field operations. Allergies to ragweed, goldenrod, honeybees, insecticides, herbicides, fungicides, or related chemicals may impact a worker's job performance.								
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$		
\$ 16 . 08		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ 00 . 00				
9. Is a completed Addendum A providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? *							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
10. Frequency of Pay: * <input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): <u>N/A</u>								
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) •FICA Taxes for U.S. Workers (H2A workers will only have FICA taxes withheld upon written agreement) •FUTA Taxes (as required) for U.S. Workers •Federal Income Tax Withholding (FITW) for U.S. workers (H2A workers will only have federal taxes withheld upon written agreement) •Willful destruction of property for US & H2A workers Employer will not engage in deducting allowable housing compensation								

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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.)
 The employer provides furnished cooking facilities, utensils, utilities, and food storage facilities at no cost to employees occupying employer-provided housing. Employees will purchase their own food and prepare their own meals. If the employer does not provide an onsite vehicle for worker's use, the employer will provide complimentary transportation at least weekly to the grocery store, shopping center, bank, etc., to workers living in employer-provided housing.

2. The employer: *

<input checked="" type="checkbox"/> WILL NOT charge workers for meals.		
<input type="checkbox"/> WILL charge each worker for meals at	\$ 15 . 88	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.)
 See 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.)
INBOUND TRANSPORTATION: H2A and US Workers will be provided inbound transportation from their home country and/or US city in which they live in the most convenient and timely mode for the Employer. The Employer will arrange for the H2A or US worker's travel ticket. If the Employer does not pre-pay, the Employer will reimburse the H2A or US worker upon or before the completion of 50% of the stated contracted dates of need.

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	\$ 16 . 28	per day *
	b. no more than	\$ 68 . 00	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.)

Applicants should apply through the website or seasonaljobs.gov.dol. Applicants will be contacted and interviewed telephonically. Only Ronnie Vergnolle or his/her designee has hiring authority. Workers must meet all the following criteria: 1. Are available and indicate willingness to work the entire season; 2. Have transportation to the job site at the start of the season. Transportation costs will be reimbursed as required by law; 3. Have been fully informed by the local employment office of the terms, conditions, and nature of employment; 4. Are legally entitled to work in the U.S.; 5. Are able, willing, and qualified to perform the work. The worker must possess the documentation required to enable the employer to comply with the employment verification requirements of the Immigration Reform and Control Act of 1986 (ICRA). Completing Form I-9 will be required of each worker within (3) business days of employment according to U.S. Law. Employer will abide by the requirements and assurances of 20CFR 653.50 1 in the processing and/or hiring of individuals referred through the clearance system. Other instructions at CFR 655.122 have been read and will be followed.

2. Telephone Number to Apply * +1 (864) 214-6312	3. Extension § N/A	4. Email Address to Apply * bentearfarmsllc@gmail.com
5. Website Address (URL) to Apply * N/A		

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed Addendum C 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 * Vergnolle	2. First (given) name * Ron	3. Middle initial §
4. Title * Owner		

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5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 3/31/2026
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
Work Rules			
1. The Employer will reimburse the Worker for inbound travel, sustenance, & other DOL-allowable expenses only upon the Worker's completion of 50% of the contract. Employer will pre			
2. Workers must perform their assigned tasks carefully & in accordance with the provisions of the work contract. Sloppy work will not be tolerated.			
3. Workers must report at the assigned time and place each workday as directed by the Employer or Employer's representatives.			
4. Workers may not take unauthorized breaks from work. Should the Worker need a break, they will immediately contact the Employer or the Employer's representative.			
5. Workers may not leave an assigned work area without the permission of the Employer or the Employer's representative.			
6. Workers may not enter the Employer's premises without prior authorization.			
7. Workers may not begin work before the scheduled starting time or continue working after the stopping time unless authorized to do so by the Employer/Employer's rep			

b. Job Offer Information 2

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
For the duration of the work contract, transportation from the housing location to the work site and back each day will be provided at no cost to the worker. The Employer will provide one vehicle (2019 Chevy Silverado Trail Boss - 4 with seatbelts) so that workers can transport themselves. The worker will drive themselves to work and back home at the hours specified on the form ETA 790A Section A, Item 7.a and 7.b unless otherwise directed. Hours may vary due to crop needs & weather conditions			

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>If the H2A or US worker needs lodging during their inbound travel, the Employer will arrange for such lodging. If the Employer does not pre-pay, the Employer will reimburse the H2A or US worker upon or before the completion of 50% of the stated contracted dates of need.</p> <p>Inbound sustenance will be reimbursed according to the current Meal Charges and Travel Subsistence. Minimum: \$16.28 per day (1) Maximum: \$68.00 per day (2) (with documentation of actual expenses). If Employer does not pre-pay, the Employer will reimburse the H2A or US worker upon or before the completion of 50% of the stated contracted dates of need.</p> <p>OUTBOUND TRANSPORTATION: Prior to the expiration of the contracted dates of need, the Employer will calculate the number of hours or days of travel necessary to determine: 1). Whether the H2A or US worker needs lodging, and if so, the number of days and estimated nightly rate, and 2). The number of days of travel to determine meal sustenance. A total dollar amount is calculated once travel days are pre-determined.</p> <p>The Employer will arrange and pre-pay for the H2A or US worker's outbound transportation back to their home country or US city in which they live.</p> <p>If the H2A or US worker needs lodging during their outbound travel, the Employer will arrange for and prepay for such lodging.</p> <p>For Outbound sustenance, the Employer provides the H-2A or US worker with a pre-loaded Visa or Mastercard gift card of at least \$136 in cash (this meets the \$68/day reimbursement under the allowed daily rates). This gift card enables H2A or US workers to cover their sustenance expenses. The gift card amount will meet the current Meal Charges and Travel Subsistence Minimum: \$16.28 per day (1) Maximum: \$ 68.00 per day (2) (with documentation of actual expenses)</p>			

d. Job Offer Information 4

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Other Work Requirements
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>Other Work Requirements</p> <p>Supervisor(s) will provide instructions and directions to workers. Workers must comprehend and follow instructions and communicate effectively to supervisors. Unusual, complex or non-routine activities will be supervised. Workers are expected to perform essential duties proficiently without close supervision. Employers may request, but not require, workers to work more than the stated daily hours and/or on a worker's Sabbath or US federal holidays. Workers should be able to do the work required with or without reasonable accommodation. Must wear assigned personal protective equipment when required. Must report for work daily wearing work clothing and boots or other durable footwear. Shorts, bathing suits or other casual clothing not permitted. Workers wearing clothing inappropriate for work will not be permitted to start work. Use, possession, transfer, offer, sale, or manufacture of marijuana and/or controlled substances is strictly prohibited and will be grounds for immediate termination. All work sites are alcohol and drug-free workplaces. Employees must not report for work, enter the employers' property or perform work while under the influence of or having used alcohol, marijuana, illegal controlled substances, or any other substance that may in any way adversely affect alertness, coordination, reaction time or safety. A clean driving record is required. Must have or be able to obtain a driver's license within 30 days following hire. Individuals applying for this position must be available for the entire period requested by the Employer. Employer may request workers to work more than the stated daily hours and/or on a worker's Sabbath or federal holidays. The worker must report to work at the designated time and place daily. Daily or weekly work schedules may vary due to weather, sunlight, temperature, crop conditions, and other factors. Employers will notify workers of any change to start time. Workers will have an unpaid lunch break.</p>			

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H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation Plan
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>1. All employer-issued automobiles have passed state inspection, are fully insured, and have sufficient seating with seatbelts for both workers and the driver. Multiple trips a day will not be necessary</p> <p>2. The Employer has one vehicle(s) that the worker will be able to use to transport themselves to/from the stated worksite(s). The vehicle(s) is a 2019 Chevy Silverado Trail Boss pickup with four seats and seatbelts.</p> <p>3. The vehicles to be used will be provided by the fixed-site grower(s) and ARE NOT for use under a valid Farm Labor Contractor Certificate of Registration or belong to a common carrier.</p> <p>4. For US workers who do not have their own personal transportation, the Employer will provide daily transportation to/from the worksite. as well as transport workers to/from the grocery store, bank, drug store, laundry facilities (if not provided on-site), and other stores to purchase their food and any other personal supplies whenever they shop outside of duty hours. This type of transportation generally occurs 2x a month but more frequently if the worker needs food or other personal items outside the 2x monthly schedule.</p>			

f. Job Offer Information 6

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Rules (continued 8 - 17)
<p>3. Details of Material Term or Condition (up to 3,500 characters) *</p> <p>8. Workers may not deliberately restrict production.</p> <p>9. Workers must follow the supervisor's instruction</p> <p>10. Workers may not post or remove notices, signs, or other instructions from the Employer's bulletin boards or property without permission from the Employer or Employer's representative.</p> <p>11. Workers may not willfully abuse or destroy any machinery, truck or other vehicle, equipment, tools or other property belonging to the Employer or other employees or be subject to TERMINATION.</p> <p>12. Workers may not use or operate Employer's trucks or other vehicles, machines, tools, or other equipment and property to which the worker has not explicitly been assigned by his supervisor.</p> <p>13. After the training period, workers are expected to possess the skills necessary to perform the job as described in the work agreement.</p> <p>14. Workers will not knowingly engage in any behavior or take any action that may cause the Employer to be out of compliance with any local, state, or federal law. This includes rules and requirements associated with the H2A program.</p> <p>15. Worker's personal vehicles are not permitted in the fields. They must be left at a designated location set by the Employer.</p> <p>16. If emergent or non-emergent medical, eye, or dental care is needed, the Employer's representative and/or the worker should immediately contact the Bracero Group at 830.456.2787.</p> <p>a. Necessary medical care due to an injury occurring on the job and/or at the job site; it is the Employer's or the Employer's representative's responsibility to intervene and seek proper medical care as soon as possible. All immediate and subsequent costs associated with an injury occurring during work hours or on the job site are borne by the Employer.</p> <p>b. Medical care necessary due to an injury NOT OCCURRING on the job or job site; it is the Worker's responsibility to intervene and seek proper medical care as soon as possible. The Employer bears no costs associated with an injury incurred on while not on the job or job site. The Worker is strongly encouraged to inform the Employer or Employer's representative immediately of any injury incurred to minimize problems or issues which may affect the Worker's ability to optimally perform.</p> <p>17. Workers may not have visitors at the housing site without prior permission from the Employer. At no time may visitors stay overnight in employer-owned or leased housing for workers.</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.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Rules (continued 18 - 20)
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>18. All personal entertainment or communication devices, including cell phones* and iPads, are prohibited at the work site. DO NOT bring these items with you to work. Should you do so, you will be asked to leave and return the device to your housing site. You must clock out while returning the device and clock in upon return. The Employer is not responsible for lost or damaged entertainment or communication devices.</p> <p>19. Employers are not legally required to provide financial advances or payroll advances to workers. Workers are only entitled to pay for work they have already completed.</p> <p>20. If at any time during the work contract, a worker needs to return to their home country, the worker must immediately inform the Employer or Employer's representative of the need to return to their home, the length of time they will be away from the work site, and estimated date of return. The worker must attest to in writing their need to return to their home country, the amount of time they will be away from the worksite, and the estimated return date. Both the worker and Employer must sign this document. The Employer is not responsible for the following: a) travel, sustenance, or lodging expenses outside of the required inbound and outbound expenses prescribed by the H2A program; b). payment of work hours missed while the worker is voluntarily out of the country.</p> <p>*Entertainment device means any equipment used for playing or viewing media, such as games, music, and movies, and includes, but is not limited to, MP3 players, portable DVD players, portable video game units,</p> <p>**If a personal or family emergency arises, the Worker must notify their Employer or the Employer's representative of the need to carry a cell phone while on the worksite. **</p>			

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Conditions which are grounds for IMMEDIATE TERMINATION WITH CAUSE
<p>3. Details of Material Term or Condition (<i>up to 3 500 characters</i>) *</p> <p>Conditions which are grounds for IMMEDIATE TERMINATION WITH CAUSE (not all-inclusive)</p> <p>1. Use or possession of alcoholic beverages is strictly prohibited during work or any workday before work is completed. Workers who report to work under the influence of alcoholic beverages or illegal drugs will be IMMEDIATELY TERMINATED WITH CAUSE. Workers must abide by the law and be at least 21 years of age to consume alcohol.</p> <p>2. Use or possession of illicit and or illegal drugs is strictly prohibited. Illegal nor illicit drugs may be used, dealt or kept on any Employer's premises and housing. Use/possession of illicit or illegal drugs, failing or refusing to take a drug test will result in IMMEDIATE TERMINATION WITH CAUSE. (An illicit drug is illegal to have (e.g. Cannabis, heroin, cocaine, meth, fentanyl), etc). Illegal drugs consist of the non-medical use of legally available drugs such as painkillers and sleeping pills).</p> <p>3. Excessive absences and/or tardiness will not be permitted. Employees are expected to be present, on time, able, and willing to perform the assigned work every scheduled workday.</p> <p>a. Excessive absences are defined as two unexcused absences in a 30-day period.</p> <p>b. Five consecutive days of unexcused absences is considered abandonment of the position</p> <p>c. Excessive tardiness is defined as being more than 15 minutes late on five occasions within a 30-day period.</p> <p>Any conditions met above or the Worker engages in repeated violations will result in IMMEDIATE TERMINATION WITH CAUSE.</p> <p>4. Workers may not falsify identification, personal, medical, production, or other work-related records. Engagement in such activities will result in IMMEDIATE TERMINATION WITH CAUSE.</p> <p>5. Any worker who verbally or physically threatens, harasses, stalks, or otherwise intimidates or disrupts the work environment with another worker, the Employer, the Employer's representative, or the Employer's customers/clients/staff will result in IMMEDIATE TERMINATION WITH CAUSE.</p> <p>6. Workers who fight or gamble for financial gain on the Employer's premises, worksites, and housing premises at any time will result in IMMEDIATE TERMINATION WITH CAUSE.</p> <p>7. Workers who steal from fellow Workers and/or the Employer will result in IMMEDIATE TERMINATION WITH CAUSE.</p> <p>8. Workers must not misuse or remove any implements, tools, trucks, tractors, or other equipment from the work site or housing premises. Failure to do so will result in IMMEDIATE TERMINATION WITH CAUSE.</p> <p>9. Workers must obey all safety rules and standard safety practices. This includes following all PPE and safety requirements as required by the Employer, worksite activities, etc Failure to abide by PPE and/or safety requirements will result in IMMEDIATE TERMINATION WITH CAUSE.</p> <p>10. Workers must report any injuries or accidents to their Employer or Employer's representative immediately. Any behavior or actions which include but are not limited to result in injury requiring medical attention, maiming, and or death MAY SUBJECT THE VIOLATOR TO IMMEDIATE TERMINATION WITH CAUSE</p> <p>11. Workers shall not possess, own, buy, sell, or trade weapons of any kind at Employer's worksite(s) or housing site(s). Failure to do so will result in IMMEDIATE TERMINATION WITH CAUSE.</p>			

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