

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



A. Job Offer Information

1. Job Title * FARM LABORER AND HARVESTER							
2. Workers Needed *		a. Total	b. H-2A Workers	Period of Intended Employment			
		35	35	3. First Date * 9/1/2026	4. Last Date * 5/30/2027		
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.						☐ Yes ☒ No	
6. Anticipated days and hours of work per week (an entry is required for each box below) *						7. Hourly Work Schedule *	
36	a. Total Hours	6	c. Monday	6	e. Wednesday	6	g. Friday
0	b. Sunday	6	d. Tuesday	6	f. Thursday	6	h. Saturday
						a. 9 : 00	☒ AM ☐ PM
						b. 4 : 00	☐ AM ☒ 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.) SEE ADDENDUM C							
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$	
\$ 14 . 00		☒ HOUR ☐ MONTH		\$ 00 . 65		0.65 PER BUCKET FOR TOMATO. EST HOURLY RATE BASED ON AN ESTIMATED 25-30 BUCKETS PER HOUR, \$16.25-\$19.50 PER HOUR. \$14.00 MIN GUARANTEED.	
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? *						☒ Yes ☐ N/A	
10. Frequency of Pay: * ☒ Weekly ☐ Biweekly ☐ 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.) SEE ADDENDUM C							

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B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
☒ None ☐ High School/GED ☐ Associate's ☐ Bachelor's ☐ Master's or higher ☐ 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) §			
☐ a. Certification/license requirements		☒ f. Exposure to extreme temperatures	
☐ b. Driver requirements		☒ g. Extensive pushing or pulling	
☐ c. Criminal background check		☒ h. Extensive sitting or walking	
☐ d. Drug screen		☒ i. Frequent stooping or bending over	
☒ e. Lifting requirement <u>50</u> lbs.		☒ 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. §	
☐ Yes ☒ No			
6. Additional Information Regarding Job Qualifications/Requirements. * (Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter " NONE " below) See Addendum C			

C. Place of Employment Information

1. Place of Employment Address/Location *			
1000 Oak Hammock Dr			
2. City *	3. State *	4. Postal Code *	5. County *
IMMOKALEE	Florida	34142	Collier County
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) * ALL FARM LOCATIONS OWNED AND OPERATED BY GROWER LISTED IN THE JOB ORDER			
7. Is a completed Addendum 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? *			☒ Yes ☐ N/A

D. Housing Information

1. Housing Address/Location *			
SE 1564-74,82,92,1602,12,22,30 1st 1575,1603 2nd Ave, Arcadia			
2. City *	3. State *	4. Postal Code *	5. County *
ARCADIA	Florida	34266	Desoto County
6. Type of Housing (check only one) * ☒ Employer-provided (including mobile or range) ☐ Rental or public		7. Total Units *	8. Total Occupancy *
		10	50
9. Identify the entity that determined the housing met all applicable standards: * ☐ Local authority ☒ SWA ☐ Other State authority ☐ Federal authority ☐ Other (specify): _____			
10. Additional Housing Information. (If no additional information, enter " NONE " below) * See Addendum C			
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *			☒ Yes ☐ 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 will furnish free and convenient cooking and kitchen facilities so workers may prepare their own meals. Workers will buy their own groceries. Once a week, the employer will provide (on a voluntary basis) transportation to assure workers access to stores where they can purchase groceries. These board arrangements apply only to workers living in employer provided housing. The maximum daily allowable charge of \$16.78, if meals are provided to workers in the event that kitchen facilities are not available.

SEE ADDENDUM C FOR SPANISH VERSION

CONSULTE EL APÉNDICE C PARA LA VERSIÓN EN ESPAÑOL

2. The employer: *

☒ **WILL NOT** charge workers for meals.

☐ **WILL** charge each worker for meals at \$ 16 . 78 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.)

See 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

\$ 16 . 78

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.)

All local and intrastate candidates interested in this job opportunity should contact their nearest local CareerSource or state workforce office. Candidates should be fully apprised by the local service center of the terms, conditions and nature of employment prior to referral and may be given a copy of the ETA 790 and its corresponding attachments. SWA agents who have screened candidates for all season availability and legally able to work in the U.S. may email them to farmandharvestllc@gmail.com to request an application and set up an interview. Applicants can call (239) 2406759 to request an application and arrange an interview. Hours for referral candidate to call employer are 9:00 am to 5:00 pm, Monday-Friday, excluding all federal holidays. Completing an application is part of the interview process. Only workers legally entitled to work in the United States and who possess original identity and employment eligibility documents sufficient to complete INS Form I-9 as required by the Immigration and Nationality Act will be permitted to complete the hiring process. Workers referred against this order should be informed that they must have these documents in their possession when they arrive at the place of employment. Provided that workers complete section 1 of form I-9, workers will have three business days to produce the required documentation to complete section 3 of form I-9, as provided in the Act. Workers failing to provide this documentation will not be allowed to go to work on the fourth business day of employment, or any subsequent days until the documentation is provided, as provided in the Act. SEE ADDENDUM C FOR SPANISH VERSION

2. Telephone Number to Apply *
+1 (239) 240-6759

3. Extension §
N/A

4. Email Address to Apply *
farmandharvestllc@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? *

☒ Yes ☐ No

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:

- 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.
- 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).
- 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), 655.501(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.
- 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).
- 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 655.122(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)(3)(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 * PEQUEÑO	2. First (given) name * MIGUEL	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 * 8/11/2026
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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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
	GENERAL FARM LABOR	\$ 14 . 00	Hour	
	TOMATO HARVEST	\$ 00 . 65	Piece Rate	Based on normal productivity, workers are expected to harvest approximately 25 to 30 buckets per hour, resulting in estimated earnings ranging from \$12.50 to \$19.50 per hour, depending on the workers performance. The employer guarantees that workers will receive no less than \$14.00 per hour (or the applicable required wage rate in effect during the work contract) for all hours worked.
	CUCUMBER HARVEST	\$ 00 . 50	Piece Rate	Based on normal productivity, workers are expected to harvest approximately 25 to 30 buckets per hour, resulting in estimated earnings ranging from \$12.50 to \$19.50 per hour, depending on the workers performance. The employer guarantees that workers will receive no less than \$14.00 per hour (or the applicable required wage rate in effect during the work contract) for all hours worked.
	BELL PEPPER HARVEST	\$ 00 . 60	Piece R	Based on normal productivity, workers are expected to harvest approximately 25 to 30 buckets per hour, resulting in estimated earnings ranging from \$12.50 to \$19.50 per hour, depending on the workers performance. The employer guarantees that workers will receive no less than \$14.00 per hour (or the applicable required wage rate in effect during the work contract) for all hours worked.
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		\$.		

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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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 §
SEXTON FAMILY FARMS	2617'16.8"N 8123'38.4"W IMMOKALEE, Florida 34142 DESOTO COUNTY		9/1/2026	5/30/2027	45
ISLAND COAST FARMS	2617'16.8"N 8123'38.4"W IMMOKALEE, Florida 34142 COLLIER COUNTY		9/1/2026	5/30/2027	45

D. Additional Housing Information

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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 (up to 3,500 characters) * **Declaracin sobre la prohibicin de tarifas de contratacin** Farm and Harvest LLC prohbe estrictamente el pago o cobro de cualquier tarifa de reclutamiento, contratacin, colocacin o empleo a los solicitantes o trabajadores del programa H-2A. A ningn solicitante se le exige pagar dinero, proporcionar garantas, entregar bienes ni ofrecer nada de valor a Farm and Harvest LLC, a sus empleados, agentes, reclutadores o a cualquier otra persona como condicin para obtener empleo. Cualquier persona que solicite un pago, garanta u otra compensacin a cambio de un empleo en Farm and Harvest LLC acta sin autorizacin y en violacin de la poltica de la empresa y de las normas del programa H-2A. Los solicitantes deben informar de inmediato a Farm and Harvest LLC sobre cualquier solicitud de este tipo. Las decisiones de contratacin se basan nicamente en los requisitos legales de contratacin y en las cualificaciones, nunca en el pago de tarifas u otra contraprestacin			

b. Job Offer Information 2

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information
3. Details of Material Term or Condition (up to 3,500 characters) * 7 units 35 beds. The employer will provide housing, without charge to the worker, the employer will require workers to reimburse the employer for damage caused to housing by the individual workers found to have been responsible for damage. Workers should maintain housing in a neat, clean manner. Family Housing is not available and is not a prevailing practice in the area of intended employment. If a female worker is hired, separate toilet, shower, and sleeping rooms will be provided.			

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H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

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 those workers living in housing provided or secured by the employer, worker will be provided transportation between such housing and the employer's daily worksite at no cost to the worker. The use of this daily transportation is voluntary; no worker is required as a condition of employment to use the daily transportation to the worksite offered by the employer. SEE ADDENDUM C FOR SPANISH VERSION CONSULTE EL APNDICE C PARA LA VERSIN EN ESPAOL			

d. Job Offer Information 4

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Inbound transportation and subsistence will be reimbursed or provided in accordance with H-2A regulations after the worker completes 50% of the work contract. Upon completion of the contract, or if otherwise required by H-2A regulations, Farm and Harvest LLC will provide or pay for outbound transportation and subsistence to the worker's next place of employment or place of recruitment in accordance with 20 CFR § 655.122(h). CONSULTE EL APNDICE C PARA LA VERSIN EN ESPAOL			

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

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- SPANISH
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * A los trabajadores que residan en viviendas proporcionadas o gestionadas por el empleador se les facilitar transporte entre dichas viviendas y el lugar de trabajo diario, sin costo alguno para el trabajador. El uso de este transporte diario es voluntario; ningn trabajador est obligado, como condicin de empleo, a utilizar el transporte diario al lugar de trabajo ofrecido por el empleador.			

f. Job Offer Information 6

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>) * The employer will provide, at no cost to the worker, daily transportation between the employer-provided housing and the worksite. All employer-provided transportation will comply with all applicable federal, state, and local laws and regulations, including applicable vehicle safety standards, driver licensing requirements, insurance requirements, and mandatory seat belt usage.4 authorized transportation buses with a seating capacity of 44 passengers and one driver per bus may be used to safely transport all workers employed for the time listed on the job order.			

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H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - JOB DUTIES PART I- SPANISH
3. Details of Material Term or Condition (up to 3,500 characters) * Los trabajadores realizan labores agrícolas manuales relacionadas con el soporte de plantación, cultivo, cosecha, manejo poscosecha, saneamiento del campo y mantenimiento general de la granja para tomates, pepinos y pimientos morrones. Los trabajadores deben desempeñar todas las tareas asignadas de acuerdo con las instrucciones del empleador, los requisitos de seguridad alimentaria y las normativas federales y estatales aplicables. Tareas esenciales del puesto Los trabajadores deben: •Cosechar a mano tomates, pepinos y pimientos morrones maduros, siguiendo los estándares establecidos de calidad y madurez. •Seleccionar únicamente los productos aptos para la venta, dejando en la planta aquellos que estén inmaduros, daados, enfermos o que no cumplan con los requisitos comerciales, según se indique. •Retirar cuidadosamente los productos de las plantas para evitar magulladuras, perforaciones o daños al cultivo. •Colocar los productos cosechados en cubos, bolsas, contenedores, cajas u otros recipientes designados. •Transportar los productos cosechados a las áreas designadas de carga o recolección. •Clasificar los productos por tamaño, color, categoría y calidad, según las instrucciones recibidas. •Ayudar en las tareas de empaquetado, apilado, paletizado, carga, descarga y preparación de los productos para su transporte. •Retirar los productos descartados y mantener limpias las hileras de cosecha. Tareas de mantenimiento del campo Es posible que también se requiera a los trabajadores que: •Retiren estacas, postes de enrejado, clips y cuerdas de soporte después de la cosecha. •Retiren el acolchado plástico, la cinta de riego por goteo, las cubiertas para hileras y otros materiales agrícolas de los campos de producción. •Recojan y eliminen desechos del campo, basura, contenedores dañados y residuos vegetales. •Eliminen malas hierbas a mano o utilizando herramientas manuales aprobadas. •Retiren plantas enfermas, dañadas o muertas. •Ayuden en tareas de levantamiento de guías, poda, atado, colocación de estacas, fijación con clips y conducción de plantas. •Ayuden en la instalación, mantenimiento, traslado y retirada de sistemas de riego. •Carguen, descarguen, trasladen y organicen los insumos de cosecha y el equipo de campo.			

h. Job Offer Information 8

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - JOB DUTIES PART 2- SPANISH
3. Details of Material Term or Condition (up to 3,500 characters) * Mantenimiento del cobertizo de empaque y del lugar de trabajo Es posible que se requiera a los trabajadores: •Limpiar y desinfectar el cobertizo de empaque, las áreas de clasificación, los almacenes y las zonas de carga. •Barrer, lavar, organizar y mantener las áreas de trabajo durante toda la jornada laboral. •Limpiar los recipientes de cosecha, contenedores, cubetas, cajas, palets y equipos. •Retirar la basura y los desechos de las instalaciones de empaque y de las áreas de trabajo. •Mantener los lugares de trabajo limpios y organizados antes, durante y después de las actividades laborales. Responsabilidades relacionadas con el alojamiento proporcionado por el empleador Se espera que los trabajadores que residen en alojamientos proporcionados por el empleador: •Mantengan el alojamiento asignado en condiciones de limpieza, higiene y orden. •Eliminen correctamente la basura y mantengan en buen estado las áreas habitables interiores y exteriores. •Colaboren en mantener limpias las áreas comunes, cocinas, baños, zonas de lavandería y los terrenos circundantes. •Cumplan con todas las normas de alojamiento establecidas por el empleador. •Se hagan responsables de los daños causados por negligencia o mala conducta intencional, de conformidad con la legislación aplicable. Transporte proporcionado por el empleador Los trabajadores que utilicen el transporte proporcionado por el empleador deben: •Cumplir con todas las normas de transporte establecidas por el empleador. •Permanecer sentados mientras los vehículos están en movimiento. •Usar el cinturón de seguridad cuando esté disponible. •Respetar a los conductores, a los demás pasajeros y a la propiedad del empleador. •Mantener los vehículos limpios y libres de basura. •Informar de inmediato sobre cualquier condición insegura.			

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

i. Job Offer Information 9

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - JOB DUTIES PART 3
3. Details of Material Term or Condition (up to 3,500 characters) * Work Rules and Employee Conduct Workers are expected to maintain professional conduct at all times. •Workers must follow all lawful employer policies, work rules, safety procedures, and supervisor instructions. •The possession, use, sale, distribution, or being under the influence of illegal drugs, controlled substances, marijuana (unless otherwise protected by applicable law), or alcoholic beverages during working hours, while on employer property, in employer vehicles, or in employer-provided housing where prohibited by employer rules is strictly prohibited. •The use of cell phones, earbuds, headphones, or other personal electronic devices is prohibited while performing work duties or while in active work areas unless specifically authorized by management for work-related purposes or emergencies. •Horseplay, fighting, threatening behavior, harassment, theft, destruction of property, or unsafe conduct will not be tolerated. •Workers must wear all required personal protective equipment and comply with all safety requirements. •Workers must immediately report injuries, accidents, unsafe conditions, equipment malfunctions, or food safety concerns to a supervisor. •Workers must comply with all Good Agricultural Practices (GAP), food safety protocols, sanitation standards, and biosecurity procedures. Physical Requirements Work is performed outdoors under varying weather conditions, including extreme heat, humidity, rain, mud, and direct sunlight. Workers must be able to: •Stand, walk, bend, stoop, squat, kneel, crouch, and reach for extended periods. •Perform repetitive hand and arm movements throughout the workday. •Lift, carry, push, and pull up to 50 pounds on a frequent basis. •Walk over uneven, muddy, wet, or rough terrain. •Work extended hours, including weekends and holidays, when crop conditions, weather, or harvest demands require. Workers must perform any other agricultural duties that are incidental to and consistent with the occupation described herein, as permitted under the H-2A program and assigned by the employer.			

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - JOB DUTIES PART 3 SPANISH
3. Details of Material Term or Condition (up to 3,500 characters) * Normas de trabajo y conducta de los empleados Se espera que los trabajadores mantengan una conducta profesional en todo momento. •Los trabajadores deben cumplir con todas las políticas legales del empleador, las normas de trabajo, los procedimientos de seguridad y las instrucciones de los supervisores. •Queda estrictamente prohibida la posesión, el uso, la venta, la distribución o el hecho de estar bajo la influencia de drogas ilegales, sustancias controladas, marihuana (salvo que la legislación aplicable disponga lo contrario) o bebidas alcohólicas durante el horario laboral, así como en las instalaciones del empleador, en vehículos del empleador o en viviendas proporcionadas por el empleador cuando así lo prohíban las normas de este. •Est prohibido el uso de teléfonos celulares, auriculares, audífonos u otros dispositivos electrónicos personales mientras se realizan tareas laborales o se está en áreas de trabajo activas, a menos que la dirección lo autorice específicamente para fines relacionados con el trabajo o emergencias. •No se toleran los juegos bruscos, las peleas, las conductas amenazantes, el acoso, el robo, la destrucción de bienes ni las conductas inseguras. •Los trabajadores deben utilizar todo el equipo de protección personal requerido y cumplir con todos los requisitos de seguridad. •Los trabajadores deben informar de inmediato a un supervisor sobre lesiones, accidentes, condiciones inseguras, fallos en los equipos o inquietudes relacionadas con la inocuidad alimentaria. •Los trabajadores deben cumplir con todas las Buenas Prácticas Agrícolas (BPA), los protocolos de inocuidad alimentaria, las normas de higiene y los procedimientos de bioseguridad. Requisitos físicos El trabajo se realiza al aire libre bajo condiciones climáticas variables, que incluyen calor extremo, humedad, lluvia, barro y exposición directa a la luz solar. Los trabajadores deben ser capaces de: •Permanecer de pie, caminar, inclinarse, agacharse, ponerse en cuclillas, arrodillarse, encogerse y estirarse para alcanzar objetos durante períodos prolongados. •Realizar movimientos repetitivos de manos y brazos a lo largo de la jornada laboral. •Levantar, transportar, empujar y tirar de cargas de hasta 50 libras (aprox. 22.7 kg) con frecuencia. •Caminar sobre terrenos irregulares, embarrados, mojados o accidentados. •Trabajar jornadas prolongadas, incluidos fines de semana y días festivos, cuando las condiciones del cultivo, el clima o las exigencias de la cosecha así lo requieran. Los trabajadores deben realizar cualquier otra tarea agrícola que sea accesoria y coherente con la ocupación aquí descrita, según lo permitido por el programa H-2A y lo asignado por el empleador.			

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

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - JOB DUTIES PART 4
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Workers may be required to operate employer-provided farm vehicles, trucks, buses, tractors, and other agricultural equipment in support of the agricultural operation. Such duties may include transporting harvested commodities from fields to packing sheds, collection points, cooling facilities, or other locations on or near the farm. Transportation duties are performed solely in support of the agricultural operation and are incidental to the workers' primary agricultural duties. A limited number of workers may be designated to perform such driving duties. Workers assigned driving responsibilities must possess a valid driver's license appropriate for the vehicle operated and satisfy the employer's vehicle insurance requirements.			

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - JOB DUTIES PART 4- SPANISH
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * Es posible que se requiera a los trabajadores operar vehiculos agricolas, camiones, autobuses, tractores y otra maquinaria agricola proporcionados por el empleador para apoyar las operaciones agricolas. Dichas tareas pueden incluir el transporte de productos cosechados desde los campos hasta las instalaciones de empaque, puntos de recoleccion, instalaciones de refrigeracin u otros lugares dentro o cerca de la explotacin agricola, as como el transporte de trabajadores entre el alojamiento proporcionado por el empleador y los lugares de trabajo, y entre los distintos lugares de trabajo. Las tareas de transporte se realizan exclusivamente en apoyo de la operacin agricola y son accesorias a las funciones agricolas principales de los trabajadores. Se podr designar a un nmero limitado de trabajadores para realizar dichas tareas de conduccion. Los trabajadores asignados a responsabilidades de conduccion deben poseer una licencia de conducir vlida y adecuada para el vehculo que operen, as como cumplir con los requisitos de seguro de vehculos establecidos por el empleador.			

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H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - JOB DUTIES PART I
3. Details of Material Term or Condition (up to 3,500 characters) * Workers will perform manual agricultural labor associated with the planting support, cultivation, harvesting, post-harvest handling, field sanitation, and general farm maintenance of tomatoes, cucumbers, and bell peppers. Workers must perform all assigned duties in accordance with employer instructions, food safety requirements, and applicable federal and state regulations. Essential Job Duties Workers will: •Hand harvest mature tomatoes, cucumbers, and bell peppers according to established quality and maturity standards. •Select only marketable produce while leaving immature, damaged, diseased, or otherwise unmarketable produce as directed. •Carefully remove produce from plants to avoid bruising, puncturing, or damaging the crop. •Place harvested produce into buckets, bags, bins, lugs, or other designated containers. •Carry and transport harvested produce to designated loading or collection areas. •Sort produce by size, color, grade, and quality as instructed. •Assist in packing, stacking, palletizing, loading, unloading, and preparing produce for transportation. •Remove cull produce and maintain clean harvesting rows. Field Maintenance Duties Workers may also be required to: •Remove stakes, trellis posts, clips, and support string after harvest. •Remove plastic mulch, drip irrigation tape, row covers, and other agricultural materials from production fields. •Collect and dispose of field debris, trash, damaged containers, and plant residue. •Pull weeds by hand or using approved hand tools. •Remove diseased, damaged, or dead plants. •Assist with vine lifting, pruning, tying, staking, clipping, and training plants. •Assist with irrigation setup, maintenance, movement, and removal. •Load, unload, move, and organize harvesting supplies and field equipment.			

n. Job Offer Information 14

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - JOB DUTIES PART 2
3. Details of Material Term or Condition (up to 3,500 characters) * Packing Shed and Worksite Maintenance Workers may be required to: •Clean and sanitize the packing shed, grading areas, storage rooms, and loading areas. •Sweep, wash, organize, and maintain work areas throughout the workday. •Clean harvest containers, bins, buckets, lugs, pallets, and equipment. •Remove trash and debris from packing facilities and work areas. •Maintain clean and organized job sites before, during, and after work activities. Employer-Provided Housing Responsibilities Workers residing in employer-provided housing are expected to: •Maintain assigned housing in a clean, sanitary, and orderly condition. •Properly dispose of trash and maintain indoor and outdoor living areas. •Assist in keeping common areas, kitchens, bathrooms, laundry areas, and surrounding grounds clean. •Follow all housing rules established by the employer. •Be responsible for damages caused by negligence or intentional misconduct, consistent with applicable law. Employer-Provided Transportation Workers utilizing employer-provided transportation shall: •Follow all transportation rules established by the employer. •Remain seated while vehicles are in motion. •Wear seat belts when provided. •Respect drivers, fellow passengers, and employer property. •Keep vehicles clean and free of trash. •Report any unsafe conditions immediately.			

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H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - PAY DEDUCTIONS
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
The employer will make the following deductions from the worker's wages: FICA, Medicare and income taxes as required by law; cash advances and repayment of loans; repayment of overpayment of wages to the worker; long distance telephone charges; recovery of any loss to the employer due to the worker's damage beyond normal wear and tear, or loss of equipment or housing items where it is shown that the worker is responsible. No deduction not required by law will be made that brings the worker's hourly earnings below the higher of the federal minimum wage and State minimum wage El empleador efectuar las siguientes deducciones del salario del trabajador: FICA, Medicare e impuestos sobre la renta, segun lo exige la ley; adelantos de efectivo y reembolso de prstamos; reembolso de pagos salariales en exceso realizados al trabajador; cargos por llamadas telefonicas de larga distancia; y la recuperacin de cualquier prdida sufrida por el empleador debido a daos causados por el trabajador —ms all del desgaste normal— o a la prdida de equipos o articulos de la vivienda, siempre que se demuestre la responsabilidad del trabajador. No se realizar ninguna deduccin no exigida por ley que reduzca las ganancias por hora del trabajador por debajo de la cifra ms alta entre el salario mnimo federal y el salario mnimo estatal.			

p. Job Offer Information 16

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - REFERAL AND HIRING INSTRUCTIONS SPANISH
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
Todos los candidatos locales y del mismo estado interesados en esta oportunidad laboral deben comunicarse con la oficina de CareerSource o la oficina estatal de fuerza laboral ms cercana. El centro de servicios local debe informar plenamente a los candidatos sobre los trminos, las condiciones y la naturaleza del empleo antes de su remisn; asimismo, se les puede facilitar una copia del formulario ETA 790 y sus anexos correspondientes. Los agentes de la agencia estatal de fuerza laboral (SWA) que hayan evaluado a los candidatos —verificando su disponibilidad para toda la temporada y su autorizacin legal para trabajar en los EE. UU.— pueden enviar sus datos por correo electrnico a farmandharvestllc@gmail.com para solicitar una solicitud de empleo y programar una entrevista. Los interesados pueden llamar al (239) 240-6759 para solicitar la documentacin de ingreso y concertar una entrevista. El horario para que los candidatos referidos llamen al empleador es de 9:00 a. m. a 5:00 p. m., de lunes a viernes, excepto los das festivos federales. Completar la solicitud de empleo forma parte del proceso de entrevista. Solo se permitir completar el proceso de contratacin a aquellos trabajadores legalmente autorizados para trabajar en los Estados Unidos que posean los documentos originales de identidad y elegibilidad laboral necesarios para completar el formulario I-9 del INS, conforme a lo exigido por la Ley de Inmigracin y Nacionalidad. Se debe informar a los trabajadores referidos bajo esta orden que deben tener dichos documentos en su poder al llegar al lugar de trabajo. Una vez completada la seccin 1 del formulario I-9, los trabajadores dispondrn de tres das hbiles para presentar la documentacin requerida para completar la seccin 3 del formulario I-9, segun lo estipulado en la Ley. A los trabajadores que no presenten dicha documentacin no se les permitir trabajar a partir del cuarto da hbil de empleo, ni en los das subsiguientes hasta que entreguen la documentacin, tal como lo establece la Ley.			

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H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - INBOUND/OUTBOUND TRANSPORTATION SPANISH
3. Details of Material Term or Condition (up to 3,500 characters) * El transporte y los gastos de manutención para el viaje de ida se reembolsan o suministran de conformidad con la normativa H-2A una vez que el trabajador haya completado el 50 % del contrato de trabajo. Al finalizar el contrato, o si así lo exige la normativa H-2A, Farm and Harvest LLC proporcionar o pagar el transporte y los gastos de manutención para el viaje de regreso al siguiente lugar de empleo del trabajador o al lugar de contratación, de conformidad con lo dispuesto en el título 20 del CFR, sección 655.122(h).			

r. Job Offer Information 18

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - MEAL PROVISIONS- SPANISH
3. Details of Material Term or Condition (up to 3,500 characters) * El empleador proporcionar instalaciones de cocina adecuadas y gratuitas para que los trabajadores puedan preparar sus propias comidas. Los trabajadores adquirirán sus propios alimentos. Una vez a la semana, el empleador ofrecer (de forma voluntaria) transporte para garantizar que los trabajadores tengan acceso a tiendas donde puedan comprar víveres. Estas disposiciones relativas a la alimentación se aplican únicamente a los trabajadores que residen en viviendas proporcionadas por el empleador. Se establece un cargo diario máximo permitido de 16,78 dólares en caso de que se suministren comidas a los trabajadores debido a la falta de instalaciones de cocina.			

For Public Burden Statement, see the Instructions for Form ETA-790/790A.

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



H. Additional Material Terms and Conditions of the Job Offer

s. Job Offer Information 19

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - ENGLISH ANIT RECRUITMENT FEE STATEMENT
3. Details of Material Term or Condition (up to 3,500 characters) * **Anti-Recruitment Fee Statement** Farm and Harvest LLC strictly prohibits the payment or collection of any recruitment, hiring, placement, or employment fees from H-2A applicants or workers. No applicant is required to pay money, provide collateral, surrender property, or offer anything of value to Farm and Harvest LLC, its employees, agents, recruiters, or any other individual as a condition of obtaining employment. Any person requesting payment, collateral, or other compensation in exchange for employment with Farm and Harvest LLC is acting without authorization and in violation of company policy and H-2A program regulations. Applicants should immediately report any such requests to Farm and Harvest LLC. Employment decisions are based solely on lawful hiring requirements and qualifications, never on the payment of fees or other consideration.			

t. Job Offer Information 20

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Transportation & Daily Subsistence
3. Details of Material Term or Condition (up to 3,500 characters) * The employer will reimburse workers for reasonable inbound transportation and daily subsistence expenses from the place from which the worker comes to work for the employer after the worker completes 50 percent of the work contract period, or earlier if required by the Fair Labor Standards Act. Upon completion of the work contract, or if the worker is terminated without cause, the employer will provide or pay for the worker's return transportation and daily subsistence to the place from which the worker came, unless the worker is proceeding to subsequent H-2A employment in accordance with applicable regulations. Reimbursement for transportation and subsistence will be made in accordance with the applicable H-2A regulations and the current U.S. Department of Labor allowable subsistence rates.			

For Public Burden Statement, see the Instructions for Form ETA-790/790A.