

AGREEMENT FOR FARM LABOR CONTRACTING SERVICES

THIS AGREEMENT (Agreement) is made this _____ day of _____ 200____,
by and between _____ (Grower) and
_____ (Contractor) with reference to these facts:

A. Grower is engaged in the farming business located on Grower's
_____ Ranch, located at _____,
_____, California (the Property).

B. Contractor warrants and represents that it is a duly licensed farm labor contractor under applicable federal, state and local statutes and regulations, and is authorized to engage in the business of a farm labor contractor providing laborers for the care and harvesting of agricultural crops. Contractor shall provide Grower with a copy of Contractor's valid Farm Labor Contractor's license from the State of California and Certificate of Registration from the United States Department of Labor. Contractor shall also provide proof of registration with the Count(y) (ies) of _____. Copies of the above Contractor Licenses and Certificate of Registration containing Contractor License Identification numbers are attached hereto and incorporated by reference as though fully set forth herein. Contractor's Employer Identification Number for state and federal tax purposes is _____.

C. Grower desires to retain the services of Contractor as a farm labor contractor to hire, provide, supervise, manage and terminate employees to be employed by Contractor in connection with harvesting or cultural operations to be conducted on said Property, Which may include, at Grower's option, the transportation of the harvested crops from the field to the packinghouse(s) or processor(s) of Grower's choice. The number of employees needed, the methods to be used and the work hours shall be determined by the Contractor.

D. Whenever Grower determines that Contractor's services are needed for any particular crop or project, Grower will issue a Work Authorization to Contractor in the form of Exhibit A. The Work Authorization shall reference this Agreement and shall set forth the terms upon which Grower has agreed to employ Contractor, including the type of work to be performed, the applicable Contractor labor rate or rate schedule, the compensation to be paid to Contractor, and any reimbursement for materials or supplies furnished by Contractor, and whether Grower or a designated packinghouse will pay Contractor. It is agreed that any such Work Authorization shall become part of this Agreement.

E. Contractor desires to provide said services to Grower whenever a Work Authorization is agreed upon by the parties and issued to Contractor during the term of this Agreement.

In consideration of the foregoing and the mutual covenants, conditions and

promises herein contained, Grower and Contractor mutually agree as follows:

1. ENGAGEMENT:

Grower hereby employs Contractor as a farm labor contractor to hire, supervise, manage and terminate laborers and supervisors to be employed by Contractor in connection with cultural, harvesting (and transportation) operations to be conducted on said Property, and Contractor accepts such engagement subject to the terms and conditions set forth herein and as specified in any Work Authorization issued to Contractor during the term of this Agreement.

2. TERM:

The term of this Agreement shall be for a period of _____ months commencing as of the date of this Agreement. All work shall be performed in a satisfactory and timely manner as determined by Grower's management unilaterally ("Performance"). Unsatisfactory Performance in Grower's sole determination may result in immediate termination of this Agreement. Grower and the Contractor agree to the aforesaid and by executing this Agreement so stipulate.

3. OBLIGATIONS OF CONTRACTOR:

a. Upon receipt of a Work Authorization from Grower, Contractor shall hire, supervise, manage and terminate sufficient laborers as determined by Contractor to conduct planting, pruning, crop maintenance, harvesting, clean-up, or any other related agricultural operation the Contractor is qualified to perform and which Grower requests Contractor to conduct on the Property and in this regard, all such laborers shall be hired by Contractor as employees of Contractor and shall be deemed employees of Contractor and not Grower.

b. Upon receipt of a Work Authorization from Grower, Contractor shall hire and provide sufficient supervisory and management personnel, as determined by the Contractor, to supervise the laborers employed by Contractor and in this regard, all such supervisory personnel shall be hired by Contractor as employees of Contractor and shall be deemed employees of Contractor and not Grower.

c. Contractor shall have the sole responsibility for and the right to train, direct, monitor job performance, discipline and/or terminate the employment of those persons to be employed by Contractor pursuant to subparagraphs 3 (a) and 3 (b) above.

d. Contractor agrees to indemnify and hold Grower harmless from any and all losses, damages, costs, or expenses whatsoever, including reasonable attorneys' fees, that it may incur directly or indirectly as a result of any act or omission, breach of any provision of this Agreement or violation of any federal, state, local statute, regulation or ordinance by Contractor, any of its employees or supervisors, or any labor dispute involving Contractor.

e. Contractor shall be responsible for the preparation of all filings and other reports to be made to governmental agencies, as required by law.

f. Contractor shall comply with all federal, state, and local statutes and regulations pertaining to farm operations and the employment of agricultural laborers including but not limited to, the **Migrant and Seasonal Agricultural Workers Protection Act**, 8 U.S.C. §§ 1801, et. seq.; **Federal Workers' Protection Standard (WPS)**, **Immigration Reform and Control Act** of 1986; **California Labor Code Sections** 1682, et seq.; **California Labor Code** § 6401.7 (Illness & Injury Prevention Program); 8 **California Code of Regulations** § 3457 (Field Sanitation Standard); and all relevant and applicable tax, wage, overtime, employment and safety laws, rules and regulations.

g. Contractor shall maintain in effect during the term of this Agreement at its sole cost and expense:

Combined single limit general liability insurance in a minimum amount of \$1,000,000

Combined single limit automobile liability insurance in a minimum amount of \$1,000,000

Statutory Workers' Compensation insurance for all employees including family members. (Contractor warrants that it is currently in possession of a Workers' Compensation Insurance Policy Number _____ issued by _____ (Name of Carrier), _____ (Address of Carrier), and _____ (Telephone Number of Carrier).

All of the insurance policies shall name Grower for the mutual and joint benefit and the Certification of Insurance shall state specifically: "Grower is' named as an additional insured under the policy."

The policy shall provide that it cannot be canceled without 30 days' prior written notice to Grower.

h. With respect to the employees hired pursuant to subparagraphs 3(a) and 3(b) hereof, Contractor shall pay, when due, all wages, all employment taxes and withholding required to be made under any federal, state, or local statutes or regulations.

i. Contractor shall maintain and provide to Grower (and designated packinghouse, if applicable) on a weekly basis detailed records pertaining to the identity of all its employees hired pursuant to subparagraphs 3(a) and 3(b) hereof, which records shall include all items of information necessary to determine the compensation of such employees or otherwise required to be maintained pursuant to any federal, state, or local statutes or regulations. The information provided will include the following:

For each employee hired by Contractor to perform the work and/or services described on _____ Work Authorizations, copies of records by name, permanent address and social security number showing the following information for work performed on the Property.

The basis on which wages are paid

The number of piecework units earned, if paid on piecework basis

The number of hours worked

Gross earnings

The specific sums withheld and the purpose of each sum withheld (i.e. FICA,SDI, taxes, etc.)

The net pay

In the event of a person not making minimum wage by piecework for the pay period, the Contractor will verify the worker was paid the minimum wage for the actual hours worked.

The original of all such records shall at all times be available for inspection to Grower, its agents and authorized representatives at Contractor’s place of business located at:

_____.

j. Contractor shall be obligated to provide any and all equipment, any personal protective equipment (PPE) required, tools, materials, and field sanitation facilities which are necessary to the performance of its obligations herein.

(i) Contractor is ___ is not___ providing transportation for workers. (License of other evidence of compliance with state and federal regulations attached.)

(ii) Contractor is ___ is not___ providing housing for workers. (License or other evidence of compliance with state and federal regulations attached.)

k. Contractor shall have no obligation to conduct or manage marketing operations with respect to agricultural products harvested on the Property and Grower shall exclusively manage all such marketing operations.

l. (Optional) Contractor agrees to provide transportation services, at its sole option, for those employees employed pursuant to Section 3(a) above. The Vehicle Identification Number of the vehicles owned by Contractor and used for transportation in connection with services provided under this Agreement are set forth in the attached Exhibit B which is incorporated by reference.

Contractor currently has Vehicle Liability Insurance Policy Number _____ which covers each of the above-referenced vehicles set forth in Exhibit B.

The following insurance carrier has issued the above Vehicle Liability Insurance Policy: _____ (Name of Carrier),
_____ (Address of Carrier),

and _____ (Telephone Number of Carrier)

m. (Optional) Contractor intends to utilize _____ number of independent contractors to assist with regard to services rendered under this Agreement. The current local, state and federal Contractor License Identification Numbers of the independent contractors are attached hereto and incorporated by reference herein as Exhibit C to this Agreement.

4. COMPENSATION OF CONTRACTOR:

Contractor shall prepare an accurate weekly payroll accounting for its employees hired pursuant to subparagraphs 3(a) and 3(b) and shall transmit said payroll accounting to Grower (and Grower’s designees, if applicable). Grower or its designee shall pay to Contractor as its compensation hereunder an agreed to amount as specified in the Work Authorization (Exhibit A) The amount of compensation shall be a percentage of the “gross payroll” (as hereinafter defined) actually paid by Contractor to those persons employed pursuant to subparagraphs 3(a) and 3(b) hereof. Such compensation will be paid to the Contractor by Grower or its designee within _____ days of the receipt of said accurate weekly payroll accounting. For purposes of this Agreement, the term “gross payroll” shall include the sum of the gross wages actually paid to such employees. (Contractor agrees that Grower may designate a packinghouse to pay the Contractor directly in which case, the Contractor will provide the above information to the designated packinghouse as well as Grower.) (Optional)

5. NO INTEREST IN PROPERTY OR CROPS:

The relationship between Grower and Contractor shall be that of independent contractors, and this Agreement shall not be construed as a lease of the Property, as creating a partnership, joint employment relationship, or conferring upon Contractor a lien upon or any other interest in the Property or the crops which are grown thereon.

6. GROWER’S ACCESS TO THE PROPERTY:

Grower, its employees, agents, authorized representatives, and invitees, shall at all times enjoy unimpaired access to the Property.

7. FORCE MAJEURE CLAUSE:

Should the Performance of this Agreement by Contractor be prevented or delayed solely by act of God, war, civil insurrection, fire, flood, storm, total or partial failure of transportation (other than Contractor provided), or power, or by any law, regulation, or order of any federal, state, county or municipal authority, then Contractor’s Performance, to the extent it is so prevented or delayed, shall be excused.

8. MISCELLANEOUS:

a. All notices or other communication hereunder shall be deemed given if delivered personally or sent by registered or certified mail, return receipt requested, proper postage prepaid, to the parties at the following addresses or such other addresses as may be specified by a like notice:

If to Grower: _____

Telephone: _____ Fax: _____

If to Contractor:

Telephone: _____ Fax: _____

b. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings. No modification of any term hereof shall be binding unless executed in writing by the party or parties to be bound thereby.

c. All headings are included only for convenience and are not intended to be frill or accurate descriptions of the contents of any particular paragraph or subparagraph contained herein.

d. If any legal action is brought for the enforcement of this Agreement or any breach in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in such action in addition to any other relief to which it or they may be entitled.

e. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto; provided, however, that Contractor shall not have the right to assign its duties imposed hereunder to any other party whatsoever.

f. This Agreement shall be construed in accordance with, and governed by, the laws of the State of California applicable to agreements made and to be performed in such State. Jurisdiction and/or venue of any action involving the validity, interpretation or enforcement of this Agreement or any of its terms, provisions or obligations or breach thereof, shall exist exclusively in a court or government agency located within _____ County, California.

g. If any of the provisions of this Agreement are rendered invalid by a court or government agency of competent jurisdiction, it is agreed that this shall not in any way or manner affect the enforceability of the other provisions of this Agreement which shall remain in full force and effect.

h. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written in accordance with the provisions of SB 179.

Contractor

Grower

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT A

Farm Labor Contractor Work Authorization

Date: _____

Type of Work: _____

Address of Field or Block Number(s) & Acres: _____

Start Date(s): _____

Estimated Number of Employees: _____

Contractor Employee Pay Rate:

Hourly \$ _____ Attached Rate Schedule

Piece Rate \$ _____

Contractor Compensation - Percentage of Gross Payroll: _____ %

(To be paid in accordance with paragraph 4 of Agreement)

Transportation of Product: By Grower By Contractor

If By Contractor, Rate: _____

Other Equipment Or Materials To Be Provided By Contractor & Reimbursed By Grower:

Rate of Reimbursement: _____

Contractor Will Be Paid By: Grower Packinghouse

If Packinghouse, provide:

Name: _____

Street: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Contact Person: _____

Other Terms: _____

Contractor

Grower

By: _____

By: _____

EXHIBIT C

List Of Independent Contractors

Name of Contractor: _____

State FLC License Number: _____

Federal Certificate of Registration Number: _____

County Registration Number: _____

Name of Contractor: _____

State FLC License Number: _____

Federal Certificate of Registration Number: _____

County Registration Number: _____

Name of Contractor: _____

State FLC License Number: _____

Federal Certificate of Registration Number: _____

County Registration Number: _____

Name of Contractor: _____

State FLC License Number: _____

Federal Certificate of Registration Number: _____

County Registration Number: _____

Name of Contractor: _____

State FLC License Number: _____

Federal Certificate of Registration Number: _____

County Registration Number: _____