**AGREEMENT FOR FARM LABOR CONTRACTING SERVICES**

(Company) and

(Contractor) make this Agreement at ,California,this**\_\_\_\_\_** dayof\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_, with reference to these RECITALS:

A. CompanydesirestousetheservicesofContractoronanindependentcontractorbasisforthepurposeofperformingagriculturalservices,suchashoeingweeds,pruningtreesorvines,and harvesting Company’s products.

B. Contractor warrants that Contractor is a farm labor contractor, duly registered and licensed as suchunderapplicablelawswithrespecttoallactivities,suchasthehousingortransportationofContractor’semployees,forwhichCompanymayuseContractorunderthisAgreement,with true and correct copies of documents evidencing the same attached hereto as exhibits.

In consideration of their mutual obligations, Company and Contractor agree as follows:**1. DUTIES**

(a) Contractor will perform for Company agricultural work consisting of the following:.The

workwillbeperformedinaccordancewithgenerallyrecognizedstandardsintheindustryforsuch work and will start on or about , 20, and be completed on or about , 20.

(b)InconnectionwiththisAgreement,Contractor(checkone)\_\_will\_\_willnotprovidehousing to persons used to do that work. If Contractor will provide such housing, then Contractor represents that it is located at ,California,thatitcomplieswithallapplicablelawsandstandardsforsuchhousing,andthatContractorisdulyauthorized to provide it and has obtained all necessary permits and approvals to do so.

(c)InconnectionwiththisAgreement,Contractor(checkone)\_\_will\_\_willnotprovidetransportationtopersonsusedtodothatwork.IfContractorwillprovidesuchtransportation,thenContractorrepresentsthateachvehicletobeusedforsuchtransportationcomplieswithallapplicablelawsandstandardsforsuchtransportation,thatContractorisdulyauthorizedtoprovideitandhasobtainedallnecessarypermitsandapprovalstodoso,andthatContractormaintainsapolicyofinsurancecoveringeachvehiclemeetingthelegalrequirementsforinsuringsuchvehiclesforsuchtransportationandtherequirementsinparagraph(a)(iii)andsubsection (c) of section 7. The vehicle identification number of each such vehicle is:

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The name, address, and telephone number of the insurance carrier providing that insurance are:, and the policy number is .

**2. COMPENSATION**

InconsiderationoftheperformancebyContractoroftheworkspecifiedinsection1,Company will pay Contractor , plus a commission of percentofthetotalamountdueContractorbasedonthatrate.Contractor will invoice Company at that rate plus the commission for work performed. Company

will pay Contractor within five business days after receipt of each invoice.

Contractor estimates that Contractor will employ personsunderthisAgreementandthat the total amount of wages to be paid under it is $.ContractorwillpaywagestoContractor’s employees on each .

**3. INDEPENDENT CONTRACTOR**

(a)ContractorisneitheranagentnoremployeeofCompanyforanypurposebutisanindependentcontractorforallpurposesandinallsituationsincarryingoutContractor’sdutiesunderthisAgreement.Assuch,ContractorhastherighttocontroltheactivitiesandmeansbywhichContractor’sdutiesunderthisAgreementarecarriedoutandtherighttoexerciseindependentjudgmentastothetime,placeandmanneroftheworktobeperformedhereunder.Company is interested only in the results obtained under the Agreement.

(b)ContractorrepresentsthatContractorisafarmlaborcontractor,dulyregisteredandlicensedassuchunderapplicablefederalandstatelaws,andoperatesanindependentlyestablishedbusinessassuch.ContractorwillbefreetocontractforsimilarservicestobeperformedforotherindividualsorentitieswhileContractorisundercontractwithCompany,butonlytotheextentthatsuchperformancewouldnotinterferewiththeperformanceofContractor’s duties hereunder.

(c)ContractorwilladheretoalllawsandethicalstandardsapplicabletofarmlaborcontractorsandwillperformContractor’sdutieshereunderinamannerconsistentwithgenerallyaccepted procedures for Contractor’s profession.

(d)NobenefitprovidedbyCompanytoitsemployees,suchasworkers’compensationinsurance,statedisabilityinsurance,andunemploymentinsurance,areavailablefromCompanyto Contractor or Contractor’s employees.

(e)Contractor,atContractor’sexpense,willfurnishallmaterialsandequipmentwhichContractorneedstoperformContractor’sdutieshereunderandwillassumeresponsibilityforallexpensesincurredbyContractorinperformingContractor’sdutieshereunder,suchastravel,office, insurance and other business expenses.

(f)ContractorwillhavefullauthoritytoemployqualifiedandcompetentpersonsinperformingContractor’sdutiesunderthisAgreementandwillberesponsibleforandinfullcontrolofsuchpersons.Exceptasmaybeotherwiseprovidedbylaw,personshiredbyContractorwillbeemployeesofContractoraloneandnotemployeesofCompany.Subjectonlytoapplicablelaw,Contractorwillhavesoleandexclusive:controlandsupervisionofsuchpersons with respect to Contractor’s employment of them; power to hire, fire, or otherwise affect theiremploymentstatusorworkingconditions;powertodeterminetheirpayratesandthemethods of paying wages; and responsibility for preparing payroll, paying wages, and complying

withallapplicableemploymentlaws,suchasthosepertainingto:employmenttaxes;workers’compensationandunemploymentinsurance;workerhealthandsafety;maintainingpayrollrecords; posting notices; disclosing information to workers; and verifying employment eligibility as required by law.

(g)Contractor estimates that, in addition to Contractor, otherperson(s)whoarefarmlaborcontractorswillbeusedunderthisAgreement.Thename,federalfarmlaborcontractorregistration number and California farm labor contractor license number and any local farm labor contractor license number of each such person are:

**4. EMPLOYMENT RECORDS**

Contractorwillberesponsibleforthecreationandholdingofallemploymentrecordsanddocuments required by law, such as:

(a)Time and payroll records for all employees of Contractor performing labor for Company.

(b)Allcancelledchecks,reportingforms,orotherappropriateproofthatContractorhasforwardedtotheappropriategovernmentalauthoritiesallamountspayabletothemwithrespecttoContractor’semployeesunderlawspertainingtothefollowing:unemploymentinsurance;state disability insurance; social security; and income-tax withholding.

(c)CancelledpaychecksorotherappropriateproofthatContractorhaspaidContractor’semployees the wages due them.

(d)CurrentandvalidcertificatesofregistrationandlicensesissuedbytheappropriategovernmentalauthoritiesforeachtypeoffarmlaborcontractingactivityinwhichContractorwill be engaged in performing Contractor’s duties hereunder.

(e)UnitedStatesCustomsandImmigrationServiceFormI-9forallemployeesperforminglabor for Company.

ContractorwillfurnishtoCompanycopiesoftherecordsandotherdocumentslistedabove asrequiredbylaworuponCompany’Srequest.ContractorwillalsopermitCompanytoinspectallrecordsordocumentslistedaboveduringnormalbusinesshoursuponathree-daywrittenrequest from Company.

**5. LABOR PAYMENT BOND**

BeforeperforminganyofContractor’sdutieshereunder,ContractorwilldelivertoCompanyaLaborPaymentBondinaformandwithaSuretyacceptabletoCompanyinanamountofatleast $50,000.

**6. INDEMNIFICATION**

Contractor will indemnify and hold harmless Company from and against all claims, demands, costs, liability,ordamages,includingreasonableattorney’sfees,thatCompanymaysustain

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arisingfromtheperformanceornonperformancebyContractorofContractor’sdutieshereunderor otherwise as may be required by law.

**7. INSURANCE**

(a)ContractorwillpurchaseandmaintainsuchinsuranceaswillprotectContractorfromclaimssetforthbelowwhichmayariseoutoforresultfromtheperformanceofContractor’sdutiesunderthisAgreement,whethersuchperformancebebyContractororbyanysubcontractororbyanyonedirectlyorindirectlyemployedbyanyofthem,orbyanyoneforwhose acts any of them may be liable:

(i)Claimsunderworkers’compensation,disabilitybenefitandothersimilaremployeebenefitacts;thename,address,andtelephonenumberoftheinsurancecarrierproviding that insurance are:

,

and the policy number is .

(ii)Claimsfordamagesinsuredbyusualcomprehensivegeneralliabilitycoveragewhicharesustained(1)byanypersonasaresultofanoffencedirectlyorindirectlyrelatedtotheemploymentofsuchpersonbyContractoror(2)byanyotherperson;and

(iii)Claimsfordamagesbecauseofbodilyinjuryordeathofanypersonorpropertydamage arising out of the ownership, maintenance or use of any motor vehicle.

(b)Contractorwillpurchasetheinsurancerequiredinsubsection(a)fromacompanyacceptable to Company.

(c)The insurance required by paragraphs (ii) and (iii) of subsection (a) must name asanadditionalinsuredand

beinanamountofatleast$300,000forinjuries,includingaccidentaldeath,toanyonepersonandsubjecttothesamelimitforeachperson,andinanamountofatleast$500,000onaccountofoneoccurrence,exceptthatsaidinsurancemustbeinanamountofatleast$100,000perseatforanyvehicleinwhichContractortransportsorcausestobetransportedanypersoninanysituationinwhichtheworkers’compensationinsurancerequiredbyparagraph(i)ofsubsection(a)wouldnotapply.Thepropertydamageinsurancerequiredhereinabovemustbeinanamountof at least $100,000.

(d)CertificatesofInsuranceevidencingthecoveragesrequiredinthissectionmustprovideforatleast10days’advancenoticeofcancellationtoCompanyandbefiledwithCompanypromptlyuponexecutionofthisAgreementor,inthecaseofinsuranceapplicabletoemployeesof Contractor, before they start to perform any duty under this Agreement.

(e)IfitisdeterminedthatCompanymustsecureworkers’compensationcoverageforanyemployeeofContractor,thenbothContractorandCompanywillbeconsideredtohavesecuredthepaymentofcompensationwithinthemeaningofLaborCodesections3602,3700and3706byvirtueoftheobtainingbyContractorofthecoveragerequiredbyparagraph(i)ofsubsection(a).

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**8. ARBITRATION**

AlldisputesthatmayariseunderthisAgreementthatthepartiesthemselvescannotresolvewillbesubmittedtoandresolvedinanarbitrationproceedingheldinaccordancewiththeprovisions of Title 9 of the California Code of Civil Procedure (section 1280 *et seq.).*

**9. NON-ASSIGNABILITY**

Contractorwillnotassign,transfer,orsharethisAgreementwithanyotherpersonorentitywithout the prior written approval of Company.

INWITNESSWHEREOF,thepartiesheretohavecausedthisAgreementtobeexecutedinduplicate at the place and on the date first shown above.

**CONTRACTOR**

**COMPANY**

By By

Title Title

IRS Employer ID No.

Federal FLC Registration No.

California FLC License No.

Local FLC License No.

Address

Telephone

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