

## SAMPLE

### AGREEMENT TO PROVIDE SEASONAL (MUST STATE SPECIFICALLY TYPE OF SERVICE)

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2004 between **Mind Highway Inc.** (hereinafter referred to as "**Mind Highway**") and \_\_\_\_\_ (Client).

#### **RECITALS:**

Client desires to retain the services of **Mind Highway** to provide seasonal laborers to the commercial establishment described in this agreement on the terms and conditions set forth herein.

1. Client needs \_\_\_\_\_ number of qualified seasonal **landscaping employees** from **(February 15, 2004 through December 15, 2004)**. To meet this need Client retains **Mind Highway** to recruit qualified seasonal laborers and initiate necessary legal procedures involved in obtaining proper immigration employment authorization for Client to employ workers.

In order to obtain proper immigration employment authorization the Client must agree to cooperate with **Mind Highway** in the following procedures:

2. **Mind Highway** will administer immigration services through retainer of a qualified immigration attorney who will work directly with **Mind Highway** and Client.
3. Client may need to demonstrate that it has actual seasonal need for workers through revenue or employment data. This requirement may be made by the appropriate state agency upon initiation of the petition.
4. Upon filing of necessary legal petition for workers with the appropriate state agency, the Client will be instructed by attorney to advertise the available positions in a major metropolitan newspaper identified by appropriate state agency for a period of three (3) consecutive days. Advertising fees shall be paid by Client directly to publication.
5. Client must agree to pay the requested workers a wage amount determined by the State Department of Labor as a minimum prevailing wage for the position. **Mind Highway** will fully describe and counsel the Client in strategies for arriving at a proper wage determination.
6. The employer must consider any United States Citizen or Legal Permanent Resident applicant referred during the ten-day period following publication of the newspaper solicitation. In conjunction with the appropriate state agency, the Client must interview any United States Citizen or Legal Permanent Resident applicants who respond to the job solicitation.
7. The Client must offer employment to all United States Citizen or Legal Permanent Resident applicants who qualify for the position as described

- in the immigration petition forms submitted according to Client specifications. Each United States Citizen or Legal Permanent Resident applicant who is hired will remove one international employee from the final number granted by the appropriate state agency.
8. The Client may terminate employment of any United States Citizen or Legal Permanent Resident applicant whom it hires as a result of the recruitment campaign at any time if it is not satisfied with their job performance.
  9. Client in cooperation with **Mind Highway** will assemble the results of the ten-day recruitment period and submit the signed report to the appropriate state agency.
  10. Upon submission of the Results of Recruitment the state agency shall forward the case to the regional office of the United States Department of Labor who should certify the number of employees that Client is authorized to apply for visas to enter the United States and work for Client.
  11. In conjunction with **Mind Highway** Client will petition the Department of Homeland Security – Citizenship Immigration Services (USDHS-CIS) agency for approval of visas for prospective employees. The petitioning fee to the USDHS-CIS is \$1,185.00. The estimated time for approval is 15 days or less. Filing fees shall be paid by Client directly to USDHS-CIS.
  12. Upon approval of visas, notification shall be sent to the appropriate United States Consulate abroad. **Mind Highway** shall assist prospective workers in consular processing and obtaining their authorized working visas.
  13. The workers will be specifically authorized to work for Client and no other entity in the United States. Client must state that it shall offer to bear the cost of return transportation to international employee's home country if it terminates employment of said employee prior to expiration of contract. If said employee terminates employment prior to expiration of visa then Client owes no duty to said employee, but should notify USDHS-CIS that employee has terminated employment relationship and to revoke the H-2B working visa of said employee.
  14. The entire process takes between 60-120 days to complete. It is strongly recommended to petition for workers 120 days prior to the beginning of the season.

## **AGREEMENTS**

15. Client acknowledges that **Mind Highway** does not control the visa issuance process and cannot guarantee visa issuance or that visas will be issued in a timely manner.
16. Client agrees that the number requested is a good faith estimate and will place all workers in employment situations that it requests.
17. Client agrees to pay employee the wage rate established by United States Department of Labor for occupation and location of employee<sup>1</sup> per hour for labor services rendered by employee. This amount will be discussed with Client prior to initiation of the petition.

18. Client will employ the employee through the period requested in the Petition based on satisfactory performance as determined by Client.
19. If employment is terminated employee will leave the United States immediately using round-trip air ticket provided prior to entry into the United States. **Mind Highway** will ensure that Employee understands that the visa that he or she holds is valid only during the duration of employment by Client and only through end of valid employment authorization set by DHS-CIS. **Employee shall acknowledge that he or she must leave the United States on or before the expiration of his or her authorized stay.**
20. Client is encouraged to assist in securing housing for employee. Employee shall be responsible for all costs of living involved in his or her stay in the United States.
21. Employee may not work for any other employer during his or her stay in the United States on this specific visa.

Agreed to:  
Mind Highway Inc.

Agreed to:  
**Client**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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