OMB Approval: 1205-0466
Expiration Date: 8/31/2022

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

A. Job Offer Information

1. Job Title * Farmworkers and Laborers, Crop

2. Workers Needed * a. Total	2. Workers Needed * b. H-2A	Period of Intended Employment 3. Begin Date *	Period of Intended Employment 4. End Date *
75	75	5/30/2022	7/2/2022

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 *

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

7. Hourly work schedule *
a. 6 : 00 ☑ AM ☐ PM
b. 12 : 30 ☐ 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.)

Work under this contract will consist of performing various processes of harvesting row crop such as cantaloupes and general labor. Work may be done on the ground or with the use of harvesting machine where the workers may place cantaloupes inside cartons according to size and color while on the field. Some workers may carry and assemble empty boxes. Worker must be able to lift up to 50 pounds. Variable weather conditions. All work must be performed in a manner that exhibits Generally Accepted Practices (GAP) and the utmost in food safety at all times. Requires one (1) month of experience cutting and/or picking cantaloupes to avoid crop damage and personal injury.

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units/Special Pay Information §
$ 14.79	☑ HOUR ☐ MONTH	$	

9. Is a completed **Addendum A** providing additional information on the crops or agricultural activities and wage offers attached to this job offer? * ☑ Yes ☐ No

10. Frequency of Pay. * ☑ Weekly ☐ Biweekly ☐ Monthly ☐ Other (specify): N/A

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

H-2A Case Number: H-300-22075-983503 Case Status: Full Certification Determination Date: 04/29/2022 Validity Period: _____ to _____

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 months required. *	1	3. Training: number of months required. *	0

4. Basic Job Requirements (check all that apply) *

- ☐ a. Certification/license requirements
- ☐ b. Driver requirements
- ☐ c. Criminal background check
- ☐ d. Drug screen
- ☑ e. Lifting requirement 50 lbs.
- ☑ g. Exposure to extreme temperatures
- ☑ h. Extensive pushing or pulling
- ☑ i. Extensive sitting or walking
- ☑ j. Frequent stooping or bending over
- ☑ k. Repetitive movements

5a. Supervision: does this position supervise the work of other employees? *	☐ Yes ☑ No	5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §	

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. Address/Location *
The worksites are located in Yuma, AZ. See add. B.

2. City *	3. State *	4. Postal Code *	5. County *
Yuma	Arizona	85364	Yuma

6. Additional Place of Employment Information *(If no additional information, enter "**NONE**" below)* *
NONE

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 ☐ No

D. Housing Information

1. Housing Address/Location *
233 S. 4th Avenue

2. City *	3. State *	4. Postal Code *	5. County *
Yuma	Arizona	85364	Yuma

6. Type of Housing *	7. Total Units *	8. Total Occupancy *
Coronado Motor Hotel	38	76

9. Housing complies or will comply with the following applicable standards: * ☑ Local ☑ State ☑ Federal

10. Additional Housing Information. *(If no additional information, enter "**NONE**" below)* *
Each unit includes a bathroom, shower, and kitchenette. The kitchenette includes a refrigerator and microwave. Bedding, shared dining facilities and laundry facilities are provided.

11. Is a completed **Addendum B** providing additional information on housing that will be provided to workers attached to this job order? * ☐ Yes ☑ No

E. Provision of Meals

1. Describe how the employer will provide each worker with 3 meals a 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.)*

See addendum C

2. If meals are provided, the employer: *	☑ **WILL NOT** charge workers for such meals.		
	☐ **WILL** charge workers for such meals at	$ _____ . ____	per day per worker.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangement 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	$ 14 . 00	per day *
	b. no more than	$ 59 . 00	per day with receipts

G. Referral and Hiring Instructions

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.)

see addendum C

2. Telephone Number to Apply *	3. Email Address to Apply *
+1 (928) 627-8080	bcastro@thegrowerscompany.com

4. 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:

1. **JOB OPPORTUNITY**: Employer assures that the job opportunity identified in this clearance order (hereinafter also referred to as the "job order") is a full-time temporary position being placed with the SWA in connection with an H-2A *Application for Temporary Employment Certification* for H-2A workers and this clearance order satisfies the requirements for agricultural clearance orders in 20 CFR 653, subpart F and the requirements set forth in 20 CFR 655.122. 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 655, Subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.

2. **NO STRIKE, LOCKOUT, OR WORK STOPPAGE**: Employer assures that this job opportunity, including all worksites for which the employer is requesting H-2A labor certification does not currently have workers on strike or being locked out in the course of a labor dispute. 20 CFR 655.135(b).

3. **HOUSING FOR WORKERS**: Employer agrees to provide for or secure housing for 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, 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 are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 653.501(c)(3)(vi).

   Request for Conditional Access to Intrastate or Interstate Clearance System: Employer assures that the housing disclosed on this clearance order will be in full compliance with all applicable local, State, 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 housing has been inspected and approved.

4. **WORKERS' COMPENSATION COVERAGE**: Employer agrees to provide workers' compensation insurance coverage in compliance with State law covering injury and disease arising out of and in the course of the worker's employment. If the type of employment for which the certification is sought is not covered by or is exempt from the State's workers' compensation law, the employer agrees to provide, at no cost to the worker, insurance covering injury and disease arising out of and in the course of the worker's employment that will provide benefits at least equal to those provided under the State workers' compensation law for other comparable employment. 20 CFR 655.122(e).

5. **EMPLOYER-PROVIDED TOOLS AND EQUIPMENT**: Employer agrees to provide to the worker, without charge or deposit charge, all tools, supplies, and equipment required to perform the duties assigned. 20 CFR 655.122(f).

6. **MEALS**: Employer agrees to provide each worker with three meals a day or furnish free and convenient cooking and kitchen facilities to the workers that will enable the workers to prepare their own meals. Where the employer provides the meals, the job offer will state the charge, if any, to the worker for such meals. The amount of meal charges is governed by 20 CFR 655.173. 20 CFR 655.122(g).

   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 has come to work for the employer, whether in the U.S. or abroad to the place of employment. 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 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 worksite to such subsequent employer's worksite, 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 worksite to such subsequent employer's worksite, 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 50 percent rule as described in sec. 655.135(d) of this subpart with respect to the referrals made after the employer's date of need. 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 worksite(s) 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 500.105 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).

   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 CPR 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. 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), the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining rate, or the Federal or State minimum wage rate, in effect at the time work is performed, whichever is highest. If the worker is paid by the hour, the employer must pay this rate 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 hourly wage or piece rate, the legal Federal or State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest.

    If the worker is paid on a piece rate basis and at the end of the pay period 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 of pay, 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 assures 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, 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 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 if the worker fails to show up for work at the regularly scheduled time and place 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 U.S. 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 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 worksite 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 worksite to the subsequent employer's worksite. 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, 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 required terms of this clearance order, including all Addendums, and the certified *H-2A Application for Temporary Employment Certification* will be the work contract. 20 CFR 655.122(q).

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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 date of need, unless the employer has amended the date of need at least 10 business days before the original date of need by so notifying the Order-Holding Office (OHO) in writing (e.g., e-mail 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 date of need expeditiously. 20 CFR 653.501(c)(3)(i).

If there is a change to the anticipated date of need, and the employer fails to notify the OHO at least 10 business days before the original 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 date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).

B. Employer agrees that no extension of employment beyond the period of employment specified in the clearance order will relieve it from paying the wages already earned, or if specified in the clearance order as a term of employment, providing transportation from the place of employment, as described in paragraph 7.B above. 20 CFR 653.501(c)(3)(ii).

C. Employer assures that all working conditions comply with applicable Federal and State minimum wage, child labor, social security, health and safety, farm labor contractor registration, and other employment-related laws. 20 CFR 653.501(c)(3)(iii).

D. Employer agrees to expeditiously notify the OHO or SWA by emailing and telephoning immediately upon learning that a crop is maturing earlier or later, or that weather conditions, over-recruitment, or other factors have changed the terms and conditions of employment. 20 CFR 653.501(c)(3)(iv).

E. If acting as a farm labor contractor (FLC) or farm labor contractor employee (FLCE) on this clearance order, the employer assures that it has a valid Federal FLC certificate or Federal FLCE identification card and when appropriate, any required State FLC certificate. 20 CFR 653.501(c)(3)(v).

F. Employer assures that outreach workers will have reasonable access to the workers in the conduct of outreach activities pursuant to 20 CFR 653.107. 20 CFR 653.501(c)(3)(vii).

*I **declare** under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and 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 *	2. First (given) name *	3. Middle initial §
Rodriguez	Joseph	
4. Title *		
President		
5. Signature (or digital signature) *		6. Date signed *
Digital Signature Verified and Retained By Certifying Officer		3/28/2022

Employment Service Statement

In view of the statutorily established basic function of the Employment Service (ES) as a no-fee labor exchange, that is, as a forum for bringing together employers and job seekers, neither the Department of Labor's Employment and Training Administration (ETA) nor the SWAs are guarantors of the accuracy or truthfulness of information contained on job orders submitted by employers. Nor does any job order accepted or recruited upon by the ES constitute a contractual job offer to which the ETA or a SWA is in any way a party. 20 CFR 653.501(c)(1)(i).

Public Burden Statement *(1205-0466)*

Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. Public reporting burden for this collection of information is estimated to average .63 hours per response for all information collection requirements, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing, reviewing, and submitting the collection of information. The obligation to respond to this data collection is required to obtain/retain benefits (44 U.S.C. 3501, Immigration and Nationality Act, 8 U.S.C. 1101, et seq.). Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Labor, Employment and Training Administration, Office of Foreign Labor Certification, 200 Constitution Ave., NW, Suite PPII 12-200, Washington, DC, 20210. (Paperwork Reduction Project OMB 1205-0466). DO NOT send the completed application to this address.

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U.S. Department of Labor

A.9. Additional Crop or Agricultural Activities and Wage Offer Information

Crop ID	Crop or Agricultural Activity	Wage Offer	Per	Piece Rate Units/Special Pay Information
	Cantaloupe- 8 Tie Regular	$ 14 . 79	Hour	$0.80 piece rate per 16-3/4" X 12-13/16" X 9-7/16" Carton size. Estimated hourly wage rate equivalent for this piece rate is $15.20/hr. based on workers harvesting 19 cartons per worker per hour on average. Guaranteed $14.79/hr.
	Cantaloupe- JUMBO	$ 14 . 79	Hour	$0.80 piece rate per 18-1/2" X 12-3/4" X 11-1/8" Carton Size. Estimated hourly wage rate equivalent for this piece rate is $15.20/hr. based on workers harvesting 19 cartons per worker per hour on average. Guaranteed $14.79/hr.
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
		$ _____ . _____		
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Form ETA-790A Addendum A **FOR DEPARTMENT OF LABOR USE ONLY**

H-2A Case Number: H-300-22075-983503 Case Status: Full Certification Determination Date: 04/29/2022 Validity Period: _____ to _____

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

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 §
Westside Produce - 88-12	32°36'39.8"N 114°45'09.7"W Yuma, Arizona 85364 YUMA	Cantaloupe	5/30/2022	7/2/2022	75
Westside Produce - BCF 436	32°44'09.3"N 114°30'49.3"W Yuma, Arizona 85364 YUMA	Cantaloupe	6/3/2022	7/2/2022	75
Westside Produce - Clark 1	32°31'12.8"N 114°47'14.8"W Yuma, Arizona 85364 YUMA	Cantaloupe	6/4/2022	7/2/2022	75
Westside Produce - Dunn 912	32°41'55.0"N 114°27'45.6"W Yuma, Arizona 85364 YUMA	Cantaloupe	6/6/2022	7/2/2022	75
Westside Produce- Gibson	32°32'36.8"N 114°47'20.5W Yuma, Arizona 85364 YUMA		6/7/2022	7/2/2022	75
Westside Produce - Linton 1/2/4	32°36'43.1"N 114°42'43.3"W Yuma, Arizona 85364 YUMA	Cantaloupe	6/8/2022	7/2/2022	75
Westside Produce - Oden 9-10	32°40'42.4"N 114°41'27.8"W Yuma, Arizona 85364 YUMA	cantaloupe	6/9/2022	7/2/2022	75
Westside Produce - State Lease 2	32°31'21.1"N 114°47'08.4"W Yuma, Arizona 85364 YUMA	Cantaloupe	6/10/2022	7/2/2022	75

Form ETA-790A Addendum B **FOR DEPARTMENT OF LABOR USE ONLY**

H-2A Case Number: H-300-22075-983503 Case Status: Full Certification Determination Date: 04/29/2022 Validity Period: _____ to _____

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	E.1	2. Name of Section or Category of Material Term or Condition *	Meal Provision - Free and convenient kitchen, cooking and eating facilities

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Employer provided housing includes free and convenient kitchen, cooking and eating facilities. Workers will purchase food at their own expense and prepare their own meals. Kitchen and eating facilities will be shared with other workers occupying the employer-provided housing facilities. The employer will provide transportation to a grocery store at least once per week for workers to purchase groceries. In the event kitchen facilities become unavailable due to unanticipated circumstances, the employer will provide three (3) meals per day at a reasonable cost (not to exceed [$14.00] for three meals per day)

b. Job Offer Information 2

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Recruitment

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Applicants may apply at and be referred by any local office of the State Workforce Agency. Applicants should thoroughly familiarize themselves with the job specification and terms and conditions of employment in the clearance order before contacting the employer or seeking a referral. Only workers who meet all of the qualifications for employment who are work authorized, who are willing and able to perform the work with or without reasonable accommodations, and who will be available at the time and place needed should contact or be referred to by the employer. Applicants, Workforce Agency personnel, Walk-Ins, Gate Hires etc. may call for an interview during regular business hours at the number listed on the ETA 790, report to the works are listed on the ETA 790 or call 928-627 8080 for an application and submit the complete application to Brenda Castro at The Growers Company, 15834 S. Avenue G, Somerton AZ 85350 Monday through Friday from 8:00 a.m. to 12:00 p.m. and 1:30 p.m. to 5:00 p.m. (Regular Business Hours) except on federal holidays. Interviews will be at little or no cost to workers, whether via phone or in-person. If a Job Service Office will be referring several applicants at the same time, it is requested that the employer be advised in advance so that sufficient time may be allowed to schedule Interviews. Applicants will be interviewed in person or by telephone and job offers will be extended to qualified, eligible applicants. Original Documents (no copies) establishing identity and employment authorization sufficient to complete in I-9 Form as required by the Immigration Reform and Control Act must be in the possession of the worker at the time the worker reports for work and will be examined by the employer as a condition for completing the hiring process. Referring local offices should fully apprise workers of this requirement. The employer will review each applicant's completed application Individually immediately after the interview. The employer will accept referrals from any source and continue to cooperate with the SWA by accepting referrals of all eligible U.S. workers who apply (or on whose behalf the application is made) for the job opportunity until the end of the recruitment period. As specified in the job order. Applicants and referrals will not be considered until a completed and signed application is provided to the employer indicating that the worker has received a written copy of the Migrant and Seasonal Agricultural Worker employment disclosures (or contract containing such disclosures) required by law.

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation

3. Details of Material Term or Condition (*up to 3,500 characters*) *

The employer will provide workers with inbound and outbound transportation as set forth in Section I. paragraph 7(A) and (B). The amount of the transportation payment will be equal to the most economical and reasonable similar common carrier transportation charges for the distance involved.

d. Job Offer Information 4

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation

3. Details of Material Term or Condition (*up to 3,500 characters*) *

The employer will offer transportation at no cost to the workers occupying Company-provided housing to the work site and return on a daily basis. The Company may, at its own discretion, also offer transportation at no cost to workers who commute to work on a daily basis and workers who elect not to occupy company-provided housing from one or more pre-designated pickup points to and from daily work site. Free optional transportation will be provided to and from employer-provided housing to the work sites. Such travel time is not compensated.

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Deductions from Pay

3. Details of Material Term or Condition (*up to 3,500 characters*) *

FICA (if applicable); federal income tax withholding (if applicable); state and/or local tax withholding (if applicable). Re-issued check policy: After the first loss, mutilation or expiration of a worker's check, the company will charge a $25.00 processing fee for every reissued check, for any reason other than the company's negligence. The employer will not deduct from the wage or require any reimbursement from an employee for any cash shortage, breakage, or loss of housing, furnishings, tools or equipment, unless it can be shown that such shortage, breakage, or loss is caused by a dishonest or willful act, or by the gross negligence of the employee; medical insurance payments, if applicable; cash advances, if applicable; and deductions expressly authorized by the worker in writing (if any).

f. Job Offer Information 6

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing and Covid-19

3. Details of Material Term or Condition (*up to 3,500 characters*) *

During the COVID-19 pandemic employees are expected to act in accordance with federal, state and local ordinances regarding housing as these requirements evolve. Employees are expected to remain in housing cohorts and use good judgment in assessing the
risk of contact with others. Visitors may not be present in common areas of the housing, but rather remain outdoors and in open spaces. All employees are encouraged to wear masks in common areas and practice measures to enhance their protection within the home as recommended by the CDC, such as practicing good hygiene, proper distancing from others whenever possible, etc. as these measures evolve.

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Covid Provisions

3. Details of Material Term or Condition (*up to 3,500 characters*) *

The following provisions pertaining to provision or reimbursement for inbound and return transportation and subsistence apply only to persons recruited from outside the normal commuting distance. H-2A employees must depart the United States at the completion of the work contract period. If registration upon departure is required, the Company shall notify such H-2A employees of the required departure registration and the place and manner of such registration. All H-2A workers must agree to comply with all recommendations and requirements from the CDC, and federal, state and local government authorities. H-2A employees may be tested for COVID-19 at the employer's expense after agreeing to the work contract but before boarding employer provided inbound and outbound transportation. If testing is conducted, H-2A employees may only board employer provided inbound transportation and outbound transportation upon receipt of a negative result to a COVID-19 screening. All employees must follow applicable laws to ensure a safe return home. H-2A Employees who test positive for COVID-19 at the end of the work contract must follow state, federal, and local laws as well as the guidelines imposed by their country of origin before returning home.

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Company Regulations

3. Details of Material Term or Condition (*up to 3,500 characters*) *

COMPANY REGULATIONS
Reasons for Dismissal or Disciplinary Actions
General Information: The employer may dismiss the worker with notification to SWA if the worker: (a) refuses without reasonable cause to perform the work for which he/she was recruited or hired or refuses to follow the written rules of housing (attached in this document); (b) commits serious acts of misbehavior; or (c) pretends to be sick or refuses to work in accordance with the address provided or otherwise is not qualified to perform the work; (d) is physically capable but does not demonstrate the will to perform the necessary work or is not able to perform the same level of production as other workers who demonstrate the same objective, or other reasons related to work. Three unexcused absences by the worker will be considered a reason related to the work for dismissal of the worker.
1) Absences or excessive tardiness
a) If you know you will be absent the next workday, inform your foreman and give him the reason why you will not report to work. Any reasonable absence will be considered an excused absence. An employee with three unexcused absences will be subject to dismissal.
b) If you know you will be late the next day, inform your foreman ahead of time, if you have trouble getting to work in the morning, call the Company's office and ask for the foreman to be informed. Being late for work for more than three days without prior notice or without calling will be considered a reason for dismissal.
2) Failure to demonstrate the physical abilities to perform the work specified in the work order.
3) Unauthorized use of machinery or equipment.
4) Use of machinery without safety care
5) Repeated damage to machinery or equipment
6) Being under the influence of alcohol or illegal drugs.
7) Betting, wasting time, fighting or deliberately hurting another employee at work
8) Not obeying the safety rules
9) Stealing from the company or another employee
10) Possession of firearms or illegal weapons
11) Leave the workplace without notifying the foreman
12) Bring an unauthorized person to the work area.
13) Request money or merchandise in the workplace without the permission of management
14) Take product without permission from the foreman
15) Intentionally damaging property of the company or employees. Workers will be charged for willful damage, gross negligence or loss of such tools or equipment.
16) Sleeping at work
17) Because of lack of space in our transportation, you are only allowed to bring one large suitcase and a travel bag. We cannot guarantee additional items upon your outbound transportation. Additional items may be left behind.

H. Additional Material Terms and Conditions of the Job Offer

i. Job Offer Information 9

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Safety Regulations

3. Details of Material Term or Condition (*up to 3,500 characters*) *

1. Observe all warning signs, safety bulletins, and posters.
2. Avoid all horseplay, and never annoy another worker while on the job.
3. Use protective clothing and equipment when needed.
4. Lift objects in a safe manner.
5. Do not leave equipment lying around.
6. When cutting fruits or vegetables, be careful not to cut your hand.
7. Do not walk in front of or in the back of moving vehicles. When working around moving equipment, always stand clear of the equipment when it is in motion. Always wait until the equipment comes to a full stop.
8. Always use special care in wet weather.
9. When being transported, always take a seat and remain seated while the vehicle is in motion.
10. Always store equipment in its proper storage place.
11. All workers are required to follow any safety instructions given by the foreman or supervisor.
12. Do not use the emergency exit doors on the bus except in the case of an actual emergency.

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Drug Screen

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Workers may be subject to mandatory drug testing if involved in a reportable accident or upon reasonable suspicion at Employer's expense all drug testing will be conducted post-hire.

H. Additional Material Terms and Conditions of the Job Offer

k. Job Offer Information 11

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Work Quality

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Worker must attend required orientation. All workers will be evaluated by their supervisor after seven days of work with respect to factors such as ability to maintain sufficient pace, to appropriately pack crops and similar factors. Workers whose job performance is sloppy, inconsistent, inefficient, or improper may be terminated for cause.

l. Job Offer Information 12

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Covid Training

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Employees shall receive training on COVID-19 to understand the virus (e.g., signs and symptoms) and prevention measures. Employees will be educated about what the Company is doing to provide a safe work environment including providing access to vaccines.
All employees will be encouraged to monitor themselves for COVID- 19 symptoms and not report for work if they are experiencing symptoms. Those taking the free and voluntary transportation may also have their temperature taken and hands sanitized as a condition of being permitted to ride the bus.
There shall be no compensation for the temperature checking and hand sanitizing required as a condition of taking the free and voluntary transportation. Should an employee become ill or develop a temperature of 100.4F during the workday, the employee shall be sent home or to a medical provider as necessary and desired by the sick employee.
Cost-free testing for COVID-19 may be made available.
Temporary housing for COVID-19 isolation and recovery may also be made available. Common recreation areas will likely be closed during the pandemic as recommended by the health department.
COVID-19 is a worldwide pandemic and the health and safety of our employees is our number one priority. We ask all employees to help us monitor our work environment and we welcome the reporting without fear of retaliation of any concern or recommendation on how to improve the safety of our workplace for everyone's wellbeing.
Face coverings (covering the nose and mouth) may be required for unvaccinated workers in certain situations consistent with CDC guidance. The employer will provide face coverings at the employer's cost. Failure to wear a face-covering as required or refusing to answer COVID-19 questions or to have one's temperature taken at work may lead to disciplinary action up to and including the termination of employment due to the serious safety concerns with containing this deadly virus.
Information about the pandemic continues to evolve.
All employees are encouraged to get an FDA-approved COVID-19 vaccine.
Employees should expect the Company's practices to evolve with guidance from the Centers for Disease Control, OSHA, state and local health authorities. If COVID-19 testing is available, employees should expect to be tested, if necessary, at the employer's expense.

H. Additional Material Terms and Conditions of the Job Offer

m. Job Offer Information 13

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Covid Safety

3. Details of Material Term or Condition (*up to 3,500 characters*) *

During the COVID-19 pandemic, employees are expected to act in accordance with federal, state, and local ordinances regarding housing as these requirements evolve.

H-2A employees must meet the CDC travel guidelines for entry into the United States for non-citizens. Currently, this requires that the employee be fully vaccinated with a vaccine that has been approved by the FDA. There are limited exceptions to this requirement, and the employee is responsible for providing necessary documentation for approval by the appropriate agency. These requirements, including the definition of "fully vaccinated" is subject to change, and any changes will be incorporated as soon as reasonable.

Should the federal vaccine mandate be implemented, the Company will implement the mandate via a policy. If this becomes effective, the cost of testing for unvaccinated workers shall be at the employee's expense.
Employees are expected to remain in housing cohorts and use good judgment in assessing the risk of contact with others. Visitors may not be present in common areas of housing, but rather remain outdoors and in open spaces.

Employees are encouraged to wear masks in indoor common areas and practice measures to enhance their protection within the home as recommended by the CDC, such as practicing good hygiene, physical distancing, and wearing face coverings. COVID-19 safety measures are subject to change as new guidance becomes available.

n. Job Offer Information 14

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Occupancy Rules Part 1

3. Details of Material Term or Condition (*up to 3,500 characters*) *

This seasonal housing is being offered to you by your employer as an additional benefit of your employment with the company. You must be an employee of the company so that you can live in the housing provided. Non-employees are not authorized to live in this housing. If at any time, you or the company terminates your employment, you will lose you right to housing and you must vacate the home within three (3) days of its termination. You are required to comply with all Housing Rules, the company reserves the right to add/or edit as necessary. These housing rules and regulations are designed and enforced to ensure the premises are kept clean, orderly, and quiet and to ensure the health and safety of all residents. This is a residential and work area; therefore, it is important to respect your neighbors, regulations, and the facility property.
This facility prohibits the use of:
1. Alcohol, drugs (Cannabis Etc.), illegal gambling, pets/animals, weapons/firearms
2. Smoking outside of designated smoking areas
All residents are responsible for:
1. Respecting all facility and Company rules
2. Ensuring everything in the unit upon arrival is present upon departure
3. Reporting any maintenance issues to the Property Manager or authorized representative
4. A weekly maintenance program with room inspection to report any maintenance issues
CODE OF CONDUCT
1. All facility users are expected to conduct themselves and their guests in a positive and respectful manner to establish a wholesome environment; abusive language and/or behavior will not be tolerated. Physical fighting is cause for termination.
2. All musical instruments, televisions, stereos, radios, and other entertainment items shall not be played at an excessive volume which will disturb other residents
3. Destruction of facility property is prohibited
4. The uses of candles are not permitted in any area of the facility
5. The use of tape, tacks, pins, hooks, or nails at the facility are prohibited
6. Residents shall not make any alterations or improvements to the units without the consent of the Property Manager
7. Facility residents will be held responsible for the actions of their guests
8. Residents are not allowed to sublet their apartment at any time, or have overnight visitors
9. Men and women will be housed separately, exceptions must be approved by Property Manager
10. Lights Out: Lights off at 10:00 p.m. within for entire facility and ends at 4:00 a.m.
11. ALL Visitors must check in at the office and sign in with the office secretary or Property Manager.
12. No engaging in, or solicitation of, prostitution
13. Possession of pornography in the company housing, transport or work site is not allowed.
TRASH & CLEANLINESS
1. Residents shall maintain that the units stay clean, sanitary, and free from objectionable odors at all times
2. Residents shall assist management in keeping the outside common areas clean
3. Residents shall ensure that papers, cigarette butts, trash, and recyclable materials are placed in appropriate receptacles
4. Large boxes are to be broken apart and placed separately in designated recycling containers located at trash bins
5. Residents shall ensure the proper disposal of any combustible or hazardous materials
6. Residents shall refrain from creating or accumulating trash and/or other materials that may cause a hazard (i.e. litter, fire hazard, health violation)
Continued...

H. Additional Material Terms and Conditions of the Job Offer

o. Job Offer Information 15

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Occupancy Rules Part 3

3. Details of Material Term or Condition (*up to 3,500 characters*) *

Your housing unit can be inspected at least once a week by a company inspector to help ensure that it is maintained in good sanitary condition. You are responsible for intentional damages and damages caused by gross negligence to your housing unit during the time you live there. You are not responsible for normal wear and tear. Repeated violations of the housing rules may result in the termination of your use of the housing provided by the company, as well as termination of your position.
Please note that this housing is not mandatory, nor is it a condition of employment and that you are free to provide your own housing at your convenience and at your cost.

p. Job Offer Information 16

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Housing Occupancy Rules Part 2

3. Details of Material Term or Condition (*up to 3,500 characters*) *

7. Residents shall refrain from shaking and/or hanging clothes, curtains, rugs, and other coverings outside of any window, ledge or balcony
8. Residents shall not be allowed to place any items or signs on their doors or windows
9. Residents are required to remove any personal or household items upon vacating their unit
10. Any sightings or issues concerning pests and/or bed bugs must be reported to management immediately
PARKING & TRAFFIC
1. Residents must not park in fire zones and no parking areas
2. The facility and staff are not responsible for any damages that may occur on the property
3. All vehicles are expected to travel at a safe rate not to exceed 5 mph and yield to pedestrians
4. Residents are prohibited from making any auto repairs in the parking lot or around facility
5. Residents will be responsible for the cost to clean up any damaged area caused by oil or any other fluids from their vehicle
6. All vehicles parked within the premises must be registered with the facility and have a parking permit clearly displayed; have current registration with the DMV; and be in operable condition
7. Any vehicle in violation of these rules are subject to towing at the owner's expense
MAINTANCE & REPAIRS
1. Residents shall inform management of any items requiring repair, repair requests shall be given to Property Manager immediately
2. Residents shall not make any alterations or improvements to the units without the consent of the Property Manager
3. The repair of waste pipes, drains, or any plumbing fixtures caused by negligence and/or improper usage will be at the expense of the resident
4. Residents shall be liable for any repairs necessary during or after residency to restore premises to the original condition
SAFETY & SECURITY
Security is the responsibility of each resident and each guest. Property Manager assumes no liability unless otherwise provided by law, for residents' or guests' safety, security, injury, or damage caused by criminal acts of other persons.
1. Residents are prohibited from drinking alcohol on premises
2. Residents shall refrain from using and/or selling illegal drugs or cannabis on premises
3. Residents shall refrain from smoking in rooms
4. Residents shall ensure all doors are locked during the absence of resident
5. Residents shall ensure all appliances, except refrigerators, must be turned off before leaving unit
6. When leaving premises overnight, resident must notify Property Manager how long resident will be away, resident must be present on your next schedule work day. Failure to adhere to this rule will result in in progressive disciplinary action.
7. The use or storage of gasoline, butane, or other combustibles in the unit is prohibited
8. Residents shall refrain from the use of barbecues outside the designated areas
9. Residents shall ensure no personal belongings or other items may be placed in the halls, stairways or around the building (i.e. play equipment, bicycles, hoses)
10. Residents shall refrain from accessing the roof and fire escape areas except for emergency purposes only
11. Know where your fire extinguisher is located. Keep it accessible at all times:
- Do not discharge it unnecessarily
- Notify your manager at any time it is used
- The extinguisher must be kept in the housing at all times
- Immediately inform the Property Manager if the smoke detector does not work
- Never remove the batteries for any other use
Continued