OMB Approval: 1205-0466
Expiration Date: 11/30/2025

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

A. Job Offer Information

1. Job Title * Farmworker

2. Workers Needed *	a. Total	b. H-2A Workers	Period of Intended Employment	
	88	7	3. First Date * 4/24/2023	4. Last Date * 11/10/2023

5. Will this job generally require the worker to be on-call 24 hours a day and 7 days a week? * If "Yes", proceed to question 8. If "No", complete questions 6 and 7 below. ☐ Yes ☑ No

6. Anticipated days and hours of work per week *(an entry is required for each box below)* *

40	**a. Total Hours**	7	c. Monday	7	e. Wednesday	7	g. Friday
0	b. Sunday	7	d. Tuesday	7	f. Thursday	5	h. Saturday

7. Hourly Work Schedule *
a. 8 : 00 ☑ AM ☐ PM
b. 4 : 00 ☐ AM ☑ PM

Temporary Agricultural Services and Wage Offer Information

8a. Job Duties - Description of the specific services or labor to be performed. *
(Please begin response on this form and use Addendum C if additional space is needed.)

Hand harvest, hoe, thin vegetables: zucchini, cucumbers, squash, onions, broccoli, turnips, rutabagas, parsnips, sweet corn, lettuces, kale & cabbage. Lift, move & carry 65 lb. veg. boxes and irrigation pipe. Shovel irrigation ditches. Stand, bend, stoop, walk, and lift throughout workday. Worker required to keep pace w/majority of workers. Minimum 3 months harvesting experience. Employer pays for random post-employment drug testing. Workday is from 8 AM to 4 PM Monday thru Friday and 8 AM to 1 PM on Saturday.

Because the quality of marketable vegetables (i.e., unbruised, uninjured and hand inspected) is important for the farmer's business model, the employer is requiring workers to have at least 3 months of harvesting experience to ensure that workers have the necessary skills to properly harvest, handle, grade and pack vegetables grown. The quality of the vegetables has a significant influence of determining the level of consumer acceptance. Because consumers perceive that the quality of vegetables are dependent upon appearing crisp, fresh and unbruised and uninjured, special skills and experience are required for the proper harvesting, handling, grading and packing to ensure optimum produce quality at the marketplace. Not all vegetables can be harvested, handled or packed in the same manner. Improper harvesting and rough handling can cause bruising and injure vegetables, which reduces the value of the product at the marketplace and promotes premature decay.

The employer will abide by all of Colorado's agricultural laws to include Senate Bill 21-087 ("SB87") and the Overtime and Minimum Pay Standards Order (COMPS order) #38.

8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information §
$ 16 . 34	☑ HOUR ☐ MONTH	$ ____ . ___	

9. Is a completed **Addendum A** providing additional information on the crops or agricultural activities to be performed and wage offers attached to this job offer? * ☐ Yes ☑ N/A

10. Frequency of Pay: * ☐ Weekly ☑ Biweekly ☐ Other (specify): 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-300-23055-800104 Case Status: Full Certification Determination Date: 03/24/2023 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. * 3

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 65 lbs.
☐ f. Exposure to extreme temperatures
☑ g. Extensive pushing or pulling
☑ h. Extensive sitting or walking
☑ i. Frequent stooping or bending over
☑ j. 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. Place of Employment Address/Location *
9320 State Highway 66

2. City *	3. State *	4. Postal Code *	5. County *
Platteville	Colorado	80651	Weld

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

Rocky Mountain Pumpkin Ranch d/b/a Full Circle Farms
"Strawberry Farm"
11898 Ute Hwy.
Longmont, CO 80504

7. Is a completed **Addendum B** providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? * ☑ Yes ☐ N/A

D. Housing Information

1. Housing Address/Location *
9476 State Highway 66

2. City *	3. State *	4. Postal Code *	5. County *
Platteville	Colorado	80651	Weld

6. Type of Housing *(check only one)* *
☑ Employer-provided (including mobile or range) ☐ Rental or public

7. Total Units * 1

8. Total Occupancy * 10

9. Identify the entity that determined the housing met all applicable standards: *
☐ Local authority ☑ SWA ☐ Other State authority ☐ Federal authority ☐ Other (specify): _____

10. Additional Housing Information. *(If no additional information, enter "**NONE**" below)* *

See Addendum C

11. Is a completed **Addendum B** providing additional information on housing that will be provided to workers attached to this job order? * ☑ Yes ☐ N/A

E. Provision of Meals

1. Describe how the employer will provide each worker with three meals per day or furnish free and convenient cooking and kitchen facilities. *
(Please begin response on this form and use Addendum C if additional space is needed.)

Employer will furnish free and convenient cooking and kitchen facilities for workers to prepare their own meals at the employer furnished housing. Workers will share dining and kitchen facilities and common areas. Employer will provide free transportation to the store (usually Wal-mart) once a week on either Saturday or Sunday to obtain groceries and other items. Transportation to the bank will be provided bi-weekly on Thursday, Friday, or Saturday as convenient.

2. The employer: *	☑ **WILL NOT** charge workers for meals.		
	❑ **WILL** charge each worker for meals at	$ _____ . ____	per day, if meals are provided.

F. Transportation and Daily Subsistence

1. Describe the terms and arrangements for daily transportation the employer will provide to workers. *
(Please begin response on this form and use Addendum C if additional space is needed.)

Daily Transportation between Living Quarters and to/from Worksite (for workers entitled to housing benefit): Employer offers transportation between daily work site and Employer-provided housing at no cost to worker entitled to housing benefit. Local worker not entitled to housing benefit is responsible for his or her own daily transportation to and from worksite.

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.)

Inbound/Outbound Transportation (for Distant Workers entitled to housing benefit): Employer will reimburse reasonable costs of transportation by most economical and reasonable common carrier and daily subsistence and lodging during transportation for distant worker to travel from place of recruitment to place of work after 1/2 contract completion.

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	$ 15 . 46	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.)

Applicants will be accepted through referral from Colorado DLE Workforce Development Programs FLC, word of mouth, and other sources. Qualified applicants ready for telephone or in person interviews contact Lauren Freas, Monday through Friday between 9 a.m. and 3 p.m., at 303-684-0087, or e-mail at admin@RMPR.Farm. Only workers meeting the qualifications in the job order should be referred. The employer will consider the worker based upon whether the worker meets the qualifications and experience in the job order and is willing, able and available to work. The employer will report the results in a recruitment report submitted to the U.S. Department of Labor.

Job Order Office: Adams County Workforce Center
11860 Pecos Street, Ste. 2200
Westminster, Colorado 80234
720-523-6930

Applicants referred on this job order must provide appropriate documentation for verification of identity and U.S. work authorization as required on Form I-9. From the time foreign workers depart for the Employers place of employment, Employer will provide employment to any US worker who applies and is qualified, willing, able and available for the job until 50% of the contract period has lapsed consistent with 20 CFR 655.135(d). Employer is an equal opportunity employer and agrees to comply with assurances of 20 CFR 655.135. All terms and conditions included in this job order will apply to all workers, domestic and foreign, employed under this job order.

2. Telephone Number to Apply *	3. Extension §	4. Email Address to Apply *
+1 (303) 684-0087	N/A	admin@rmpr.farm

5. Website Address (URL) to Apply *
N/A

H. Additional Material Terms and Conditions of the Job Offer

1. Is a completed **Addendum C** providing additional information about the material terms, conditions, and benefits (monetary and non-monetary) that will be provided by the employer attached to this job order? *	☑ Yes ☐ No

I. Conditions of Employment and Assurances for H-2A Agricultural Clearance Orders

By virtue of my signature below, I **HEREBY CERTIFY** my knowledge of and compliance with applicable Federal, State, and local employment-related laws and regulations, including employment-related health and safety laws, and certify the following conditions of employment:

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 part 653, subpart F and the requirements set forth in 20 CFR 655, subpart B. This job opportunity offers U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers and complies with the requirements at 20 CFR part 655, subpart B. The job opportunity is open to any qualified U.S. worker regardless of race, color, national origin, age, sex, religion, handicap, or citizenship.

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

3. **HOUSING FOR WORKERS**: Employer agrees to provide or secure housing for the H-2A workers and those workers in corresponding employment who are not reasonably able to return to their residence at the end of the work day. That housing complies with the applicable local, State, and/or Federal standards and is sufficient to house the specified number of workers requested through the clearance system. The employer will provide the housing without charge to the worker. Any charges for rental housing will be paid directly by the employer to the owner or operator of the housing. If public accommodations or public housing are provided to workers, the employer agrees to pay all housing-related charges directly to the housing's management. The employer agrees that charges in the form of deposits for bedding or other similar incidentals related to housing (e.g., utilities) must not be levied upon workers. However, the employer may require workers to reimburse them for damage caused to housing by the individual worker(s) found to have been responsible for damage which is not the result of normal wear and tear related to habitation. When it is the prevailing practice in the area of intended employment and the occupation to provide family housing, the employer agrees to provide family housing at no cost to workers with families who request it. 20 CFR 655.122(d), 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, and/or Federal standards at least 20 calendar days before the housing is to be occupied. 20 CFR 653.502(a)(3). The Certifying Officer will not certify the application until the employer provides evidence that housing has been inspected and approved or, in the case of rental or public accommodations, is otherwise in full compliance.

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), .210(d), or .302(c).

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). When a charge or deduction for the cost of meals would bring the worker's wage below the minimum wage set by the FLSA at 29 U.S.C. 206, the charge or deduction must meet the requirements of 29 U.S.C. 203(m) of the FLSA, including the recordkeeping requirements found at 29 CFR 516.27.

   For workers engaged in the herding or production of livestock on the range, the employer agrees to provide each worker, without charge or deposit charge, (1) either three sufficient meals a day, or free and convenient cooking facilities and adequate provision of food to enable the worker to prepare his own meals. To be sufficient or adequate, the meals or food provided must include a daily source of protein, vitamins, and minerals; and (2) adequate potable water, or water that can be easily rendered potable and the means to do so. 20 CFR 655.210(e).

7. **TRANSPORTATION AND DAILY SUBSISTENCE**: Employer agrees to provide the following transportation and daily subsistence benefits to eligible workers.

   A. *Transportation to Place of Employment (Inbound*)

   If the worker completes 50 percent of the work contract period, and the employer did not directly provide such transportation or subsistence or otherwise has not yet paid the worker for such transportation or subsistence costs, the employer agrees to reimburse the worker for reasonable costs incurred by the worker for transportation and daily subsistence from the place from which the worker came to work for the employer to the employer's place of employment, whether in the U.S. or abroad. The amount of the transportation payment must be no less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. The amount the employer will pay for daily subsistence expenses are those amounts disclosed in this clearance order, which are at least as much as the employer would charge the worker for providing the worker with three meals a day during employment (if applicable), but in no event will be less than the amount permitted under 20 CFR 655.173(a). The employer understands that the Fair Labor Standards Act applies independently of the H-2A requirements and imposes obligations on employers regarding payment of wages. 20 CFR 655.122(h)(1).

   B. Transportation from Place of Employment (Outbound)

   If the worker completes the work contract period, or is terminated without cause, and the worker has no immediate subsequent H-2A employment, the employer agrees to provide or pay for the worker's transportation and daily subsistence from the place of employment to the place from which the worker, disregarding intervening employment, departed to work for the employer. Return transportation will not be provided to workers who voluntarily abandon employment before the end of the work contract period, or who are terminated for cause, if the employer follows the notification requirements in 20 CFR 655.122(n).

   If the worker has contracted with a subsequent employer who has not agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the employer must provide for such expenses. If the worker has contracted with a subsequent employer who has agreed in such work contract to provide or pay for the worker's transportation and daily subsistence expenses from the employer's place of employment to such subsequent employer's place of employment, the subsequent employer must provide or pay for such expenses.

   The employer is not relieved of its obligation to provide or pay for return transportation and subsistence if an H-2A worker is displaced as a result of the employer's compliance with the employer's obligation to hire U.S. workers who apply or are referred after the employer's date of need during the recruitment period set out in 20 CFR 655.135(d). 20 CFR 655.122(h)(2).

   C. Daily Transportation

   Employer agrees to provide transportation between housing provided or secured by the employer and the employer's place(s) of employment at no cost to the worker. 20 CFR 655.122(h)(3).

   D. Compliance with Transportation Standards

   Employer assures that all employer-provided transportation will comply with all applicable Federal, State, or local laws and regulations. Employer agrees to provide, at a minimum, the same transportation safety standards, driver licensure, and vehicle insurance as required under 29 U.S.C. 1841 and 29 CFR 500.104 or 500.105 and 29 CFR 500.120 to 500.128. If workers' compensation is used to cover transportation, in lieu of vehicle insurance, the employer will ensure that such workers' compensation covers all travel or that vehicle insurance exists to provide coverage for travel not covered by workers' compensation. Employer agrees to have property damage insurance. 20 CFR 655.122(h)(4).

8. **THREE-FOURTHS GUARANTEE**: Employer agrees to offer the worker employment for a total number of work hours equal to at least three-fourths of the workdays of the total period beginning with the first workday after the arrival of the worker at the place of employment or the advertised contractual first date of need, whichever is later, and ending on the expiration date specified in the work contract or in its extensions, if any. 20 CFR 655.122(i).

   The employer may offer the worker more than the specified hours of work on a single workday. For purposes of meeting the three-fourths guarantee, the worker will not be required to work for more than the number of hours specified in the job order for a workday, or on the worker's Sabbath or Federal holidays. If, during the total work contract period, the employer affords the U.S. or H-2A worker less employment than that required under this guarantee, the employer will pay such worker the amount the worker would have earned had the worker, in fact, worked for the guaranteed number of days. An employer will not be considered to have met the work guarantee if the employer has merely offered work on three-fourths of the workdays if each workday did not consist of a full number of hours of work time as specified in the job order. All hours of work actually performed may be counted by the employer in calculating whether the period of guaranteed employment has been met. Any hours the worker fails to work, up to a maximum of the number of hours specified in the job order for a workday, when the worker has been offered an opportunity to work, and all hours of work actually performed (including voluntary work over 8 hours in a workday or on the worker's Sabbath or Federal holidays), may be counted by the employer in calculating whether the period of guaranteed employment has been met. 20 CFR 655.122(i).

   If the worker is paid on a piece rate basis, the employer agrees to use the worker's average hourly piece rate earnings or the required hourly wage rate, whichever is higher, to calculate the amount due under the three-fourths guarantee. 20 CFR 655.122(i).

If the worker voluntarily abandons employment before the end of the period of employment set forth in the job order, or is terminated for cause, and the employer follows the notification requirements in 20 CFR 655.122(n), the worker is not entitled to the three-fourths guarantee. The employer is not liable for payment of the three-fourths guarantee to an H-2A worker whom the Department of Labor certifies is displaced due to the employer's requirement to hire qualified and available U.S. workers during the recruitment period set out in 20 CFR 655.135(d), which lasts until 50 percent of the period of the work contract has elapsed (50 percent rule). 20 CFR 655.122(i).

Important Note: In circumstances where the work contract is terminated due to contract impossibility under 20 CFR 655.122(o), the three-fourths guarantee period ends on the date of termination.

9. **EARNINGS RECORDS**: Employer agrees to keep accurate and adequate records with respect to the workers' earnings at the place or places of employment, or at one or more established central recordkeeping offices where such records are customarily maintained. The records must include each worker's permanent address, and, when available, permanent email address, and phone number(s). All records must be available for inspection and transcription by the Department of Labor or a duly authorized and designated representative, and by the worker and representatives designated by the worker as evidenced by appropriate documentation. Where the records are maintained at a central recordkeeping office, other than in the place or places of employment, such records must be made available for inspection and copying within 72 hours following notice from the Department of Labor, or a duly authorized and designated representative, and by the worker and designated representatives. The content of earnings records must meet all regulatory requirements and be retained by the employer for a period of not less than 3 years after the date of certification by the Department of Labor. 20 CFR 655.122(j).

10. **HOURS AND EARNINGS STATEMENTS**: Employer agrees to furnish to the worker on or before each payday in one or more written statements the following information: (1) the worker's total earnings for the pay period; (2) the worker's hourly rate and/or piece rate of pay; (3) the hours of employment offered to the worker (showing offers in accordance with the three-fourths guarantee as determined in 20 CFR 655.122(i), separate from any hours offered over and above the guarantee); (4) the hours actually worked by the worker; (5) an itemization of all deductions made from the worker's wages; (6) if piece rates are used, the units produced daily; (7) beginning and ending dates of the pay period; and (8) the employer's name, address and FEIN. 20 CFR 655.122(k).

    For workers engaged in the herding or production of livestock on the range, the employer is exempt from recording and furnishing the hours actually worked each day, the time the worker begins and ends each workday, as well as the nature and amount of work performed, but otherwise must comply with the earnings records and hours and earnings statement requirements set out in 20 CFR 655.122(j) and (k). The employer agrees to keep daily records indicating whether the site of the employee's work was on the range or off the range. If the employer prorates a worker's wage because of the worker's voluntary absence for personal reasons, it must also keep a record of the reason for the worker's absence. 20 CFR 655.210(f).

11. **RATES OF PAY**: The employer agrees that it will offer, advertise in its recruitment, and pay at least the Adverse Effect Wage Rate (AEWR), a prevailing wage rate, the agreed-upon collective bargaining rate, the Federal minimum wage, or the State minimum wage, whichever is highest, for every hour or portion thereof worked during a pay period. If the offered wage(s) disclosed in this clearance order is/are based on commission, bonuses, or other incentives, the employer guarantees the wage paid on a weekly, semi-monthly, or monthly basis will equal or exceed the AEWR, prevailing wage rate, Federal minimum wage, State minimum wage, or any agreed-upon collective bargaining rate, whichever is highest. If the applicable AEWR or prevailing wage is adjusted during the contract period, and that new rate is higher than the highest of the AEWR, the prevailing wage, the collective bargaining rate, the Federal minimum wage, or the State minimum wage, the employer will increase the pay of all employees in the same occupation to the higher rate no later than the effective date of the adjustment. If the new AEWR or prevailing wage is lower than the rate guaranteed on this job order, the employer will continue to pay at least the rate guaranteed on this job order.

    If the worker is paid on a piece rate basis, the piece rate must be no less than the prevailing piece rate for the crop activity or agricultural activity and, if applicable, a distinct work task or tasks performed in that activity in the geographic area, if one has been issued. At the end of the pay period, if the piece rate does not result in average hourly piece rate earnings during the pay period at least equal to the amount the worker would have earned had the worker been paid at the appropriate hourly rate, the employer agrees to supplement the worker's pay at that time so that the worker's earnings are at least as much as the worker would have earned during the pay period if the worker had instead been paid at the appropriate hourly wage rate for each hour worked. 20 CFR 655.120, 655.122(l).

    For workers engaged in the herding or production of livestock on the range, the employer agrees to pay the worker at least the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, in effect at the time work is performed, whichever is highest, for every month of the job order period or portion thereof. If the offered wage disclosed in this clearance order is based on commissions, bonuses, or other incentives, the employer guarantees that the wage paid will equal or exceed the monthly AEWR, the agreed-upon collective bargaining wage, or the applicable minimum wage imposed by Federal or State law or judicial action, whichever is highest, and will be paid to each worker free and clear without any unauthorized deductions. The employer may prorate the wage for the initial and final pay periods of the job order period if its pay period does not match the beginning or ending dates of the job order. The employer also may prorate the wage if an employee is voluntarily unavailable to work for personal reasons. 20 CFR 655.210(g).

12. **FREQUENCY OF PAY:** Employer agrees to pay workers when due based on the frequency disclosed in this clearance order. 20 CFR 655.122(m).

13. **ABANDONMENT OF EMPLOYMENT OR TERMINATION FOR CAUSE**: If a worker voluntarily abandons employment before the end of the contract period, or is terminated for cause, the employer is not responsible for providing or paying for the subsequent transportation and subsistence expenses of that worker, and that worker is not entitled to the three-fourths guarantee, if the employer notifies the U.S. Department of Labor and, if applicable, the Department of Homeland Security, in writing or by any other method specified by the Department of Labor or the Department of Homeland Security in the *Federal Register*, not later than 2 working days after the abandonment or termination occurs. A worker will be deemed to have abandoned the work contract after the worker fails to show up for work at the regularly scheduled time for 5 consecutive work days without the consent of the employer. 20 CFR 655.122(n).

14. **CONTRACT IMPOSSIBILITY**: The work contract may be terminated before the end date of work specified in the work contract if the services of the workers are no longer required for reasons beyond the control of the employer due to fire, weather, or other Act of God that makes fulfillment of the contract impossible, as determined by the Department of Labor. In the event that the work contract is terminated, the employer agrees to fulfill the three-fourths guarantee for the time that has elapsed from the start date of work specified in the work contract to the date of termination. The employer also agrees that it will make efforts to transfer the worker to other comparable employment acceptable

to the worker and consistent with existing immigration laws. In situations where a transfer is not affected, the employer agrees to return the worker at the employer's expense to the place from which the worker, disregarding intervening employment, came to work for the employer, or transport the worker to his/her next certified H-2A employer, whichever the worker prefers. The employer will also reimburse the worker the full amount of any deductions made by the employer from the worker's pay for transportation and subsistence expenses to the place of employment. The employer will also pay the worker for any transportation and subsistence expenses incurred by the worker to that employer's place of employment. The amounts the employer will pay for subsistence expenses per day are those amounts disclosed in this clearance order. The amount of the transportation payment must not be less (and is not required to be more) than the most economical and reasonable common carrier transportation charges for the distances involved. 20 CFR 655.122(o).

The employer is not required to pay for transportation and daily subsistence from the place of employment to a subsequent employer's place of employment if the worker has contracted with a subsequent employer who has agreed to provide or pay for the worker's transportation and subsistence expenses from the present employer's place of employment to the subsequent employer's place of employment. 20 CFR 655.122(h)(2).

15. **DEDUCTIONS FROM WORKER'S PAY**: Employer agrees to make all deductions from the worker's paycheck required by law. This job offer discloses all deductions not required by law which the employer will make from the worker's paycheck and all such deductions are reasonable, in accordance with 20 CFR 655.122(p) and 29 CFR part 531. The wage requirements of 20 CFR 655.120 will not be met where undisclosed or unauthorized deductions, rebates, or refunds reduce the wage payment made to the employee below the minimum amounts required under 20 CFR part 655, subpart B, or where the employee fails to receive such amounts free and clear because the employee kicks back directly or indirectly to the employer or to another person for the employer's benefit the whole or part of the wage delivered to the employee. 20 CFR 655.122(p).

16. **DISCLOSURE OF WORK CONTRACT**: Employer agrees to provide a copy of the work contract to an H-2A worker no later than the time at which the worker applies for the visa, or to a worker in corresponding employment no later than on the day work commences. For an H-2A worker coming to the employer from another H-2A employer or who does not require a visa for entry to the United States, the employer agrees to provide a copy of the work contract no later than the time an offer of employment is made to the H-2A worker. A copy of the work contract will be provided to each worker in a language understood by the worker, as necessary or reasonable. In the absence of a separate, written work contract entered into between the employer and the worker, the work contract at minimum will be the terms of this clearance order, including all Addenda, the certified *H-2A Application for Temporary Employment Certification* and any obligations required under 8 U.S.C. 1188, 29 CFR part 501, or 20 CFR part 655, subpart B. 20 CFR 655.122(q).

17. **ADDITIONAL ASSURANCES FOR CLEARANCE ORDERS**:

    A. Employer agrees to provide to workers referred through the clearance system the number of hours of work disclosed in this clearance order for the week beginning with the anticipated first date of need, unless the employer has amended the first date of need at least 10 business days before the original first date of need by so notifying the Order-Holding Office (OHO) in writing (*e.g.*, email notification). The employer understands that it is the responsibility of the SWA to make a record of all notifications and attempt to inform referred workers of the amended first date of need expeditiously. 20 CFR 653.501(c)(3)(i).

    If there is a change to the anticipated first date of need, and the employer fails to notify the OHO at least 10 business days before the original first date of need, the employer agrees that it will pay eligible workers referred through the clearance system the specified rate of pay disclosed in this clearance order for the first week starting with the originally anticipated first date of need or will provide alternative work if such alternative work is stated on the clearance order. 20 CFR 653.501(c)(5).

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

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

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

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

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

*I **declare** under penalty of perjury that I have read and reviewed this clearance order, including every page of this Form ETA-790A and all supporting addendums, and that to the best of my knowledge, the information contained therein is true and accurate. This clearance order describes the actual terms and conditions of the employment being offered by me and contains all the material terms and conditions of the job. 20 CFR 653.501(c)(3)(viii). I understand that to knowingly furnish materially false information in the preparation of this form and/or any supplement thereto or to aid, abet, or counsel another to do so is a federal offense punishable by fines, imprisonment, or both. 18 U.S.C. §§ 2, 1001.*

1. Last (family) name *	2. First (given) name *	3. Middle initial §
Freas	Lauren	
4. Title *		
Office Manager		

5. Signature (or digital signature) *	6. Date signed *
Digital Signature Verified and Retained By Certifying Officer	3/2/2023

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

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 §
Rocky Mountain Pumpkin Ranch d/b/a Full Circle Farms	9882 Vermillion Road Longmont, Colorado 80504 BOULDER	The Puma Farm	4/24/2023	11/10/2023	7
Rocky Mountain Pumpkin Ranch d/b/a Full Circle Farms	11149 Ute Hwy. Longmont, Colorado 80503 BOULDER	The Macy Farm	4/24/2023	11/10/2023	7
Rocky Mountain Pumpkin Ranch d/b/a Full Circle Farms	10093 Vermillion Road Longmont, Colorado 80504 BOULDER	The Darby Farm	4/24/2023	11/10/2023	7
Rocky Mountain Pumpkin Ranch d/b/a Full Circle Farms	10760 Mineral Road Longmont, Colorado 80504 BOULDER	The Haley Farm	4/24/2023	11/10/2023	7
Rocky Mountain Pumpkin Ranch d/b/a Full Circle Farms	14534 County Road 19 Platteville, Colorado 80651 WELD	The Mayer Farm	4/24/2023	11/10/2023	7

D. Additional Housing Information

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

1. Type of Housing *	2. Physical Location *	3. Additional Housing Information §	4. Total Units *	5. Total Occupancy *	6. Inspection Entity *
☑ Employer-provided ❑ Rental or public accommodations	14533 County Road 19 Platteville, Colorado 80651 WELD	Modular home with 4 separate bedrooms, 2 full bathrooms, full kitchen, and washer & dryer. Employer is renting this housing.	1	12	❑ Local authority ☑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____
☑ Employer-provided ❑ Rental or public accommodations	10760 Mineral Road Longmont, Colorado 80504 BOULDER	SE corner of Highway 287 and Highway 52, 6 miles east of I-25, exit 235. House is a single story brick house on the left (south) side of Mineral Road. 3 separate bedrooms, 1 full bathroom, full kitchen, washer and dryer. Employer is renting this housing.	1	9	❑ Local authority ☑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____
❑ Employer-provided ❑ Rental or public accommodations					❑ Local authority ❑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____
❑ Employer-provided ❑ Rental or public accommodations					❑ Local authority ❑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____
❑ Employer-provided ❑ Rental or public accommodations					❑ Local authority ❑ SWA ❑ Other State authority ❑ Federal authority ❑ Other _____

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

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

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

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

FICA taxes if required; federal, state, and local income tax if required; other deductions expressly authorized or required by state or federal law.
Other deductions worker authorizes in writing.
Other: The reasonable cost of replacement or damage or destruction of the premises or furnishings, other than ordinary wear and tear, may be charged to individual worker responsible for the damage or destruction.
Seasonal employees are not eligible for employee benefits beyond those required by state or federal law (for example, sick leave pursuant to a public health emergency as applicable).

b. Job Offer Information 2

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Additional Information Regarding Job Qualifications/Requirements

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

Other duties assigned under this order will be consistent with Farm Worker, Diversified Crops, under the Bureau of Labor Statistics Occupational Employment Statistics Standard Occupational Classification Code 45-2092.
Full Growing Season Commitment: Job offered requires worker be available for work every day that work is available for the full period of employment. Applicants must be able to furnish verbal or written verification establishing relevant experience and qualifications. Worker agrees to be available for and perform the assigned work whenever work is available through full employment period.
Work Conditions: Job requires workers to work at a sustained, vigorous pace of walking, bending, stooping, standing, and carrying up to 65 lbs outside and in varying weather conditions for long periods of time. Workers must perform in a manner reasonably consistent with the amount, speed, quality and efficiency of work being accomplished by a majority of other workers.

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

H. Additional Material Terms and Conditions of the Job Offer

c. Job Offer Information 3

1. Section/Item Number *	D.10	2. Name of Section or Category of Material Term or Condition *	Additional Housing Information

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

White frame single story house 1/4 mile East of field located at 9320 State Highway 66, Platteville. From Platteville, CO, take State Highway 66 West for 3 1/4 miles. 4 separate bedrooms, full kitchen, 1 bathroom, and washer & dryer. The housing has been previously approved for 10. The employer is renting this house. Housing, utilities and kitchen facilities are provided at no cost to workers who are unable to reasonably return to their residence. Housing rules posted.

d. Job Offer Information 4

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

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

Biweekly Pay Period: Pay Day is every other Saturday for work completed during the prior 2-week pay period. A Pay Period runs from Thursday through Wednesday over a 2-week span. Worker may pick up checks on Saturday Pay Dates at office after scheduled work is completed unless other instructions are provided.

Time Keeping: Hourly employees are required to record their time via the specified time-keeping method they have been assigned. Worker who leaves for any reason during workday must check out with the employer and check in upon return. If worker fails to properly check in or out, Employer may adjust time to reflect absence. Worker must not check in for another worker, for any reason.

Paycheck Receipt: Worker must personally take delivery of own paychecks. Worker may not pick up another worker's paycheck. Employer will furnish worker, on or before each payday, a written earning record as required in 20 CFR § 655.122(k).

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

H. Additional Material Terms and Conditions of the Job Offer

e. Job Offer Information 5

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

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

If the worker completes the work contract period, or is terminated without cause, Employer will pay reasonable costs of return transportation by most economical and reasonable common carrier and daily subsistence for distant worker to return to place of recruitment. If the worker will not be returning to the place of recruitment due to subsequent employment with another employer who agrees to pay such costs, then the Employer will pay for reasonable transportation to the next job. Transportation will be by most economical and reasonable common carrier transportation charges for the distance involved. Subsistence reimbursement during transportation is $15.46 per day if no receipts are offered, up to maximum of $59.00 per day if worker presents receipts. 20 CFR § 655.122(h)(1) and 20 CFR 655.173(a). Employer offers no other subsistence during transit. Transportation benefit is calculated from departure place to employment place for foreign and domestic workers. Worker may choose means of inbound transportation at own liability and reimbursed as described above.

The Employer is providing-written permission for the Chicago NPC and the Colorado State SWA to amend any and all necessary applications and documents (ETA 790 Section F.2) to include the following: Employer has contracted with Alejandro Cabrera Agency to assist in hiring, obtaining H2A visas for (Employer paid), and transporting foreign workers inbound to the place of employment and outbound to the place where hired. Employer pays the Agency in full for the costs of inbound and outbound travel. Subsistence to the workers will be paid no later than the 50% mark of the contract at a rate of $15.46 per day without receipts ($59.00 per day with receipts).

f. Job Offer Information 6

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

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

Fieldwork begins at assigned time. Work may be performed during moderate rain and in high humidity and in varying temperatures ranging from 30 degrees F to 100 degrees F
depending on the season and time of day. Worker may be required to work in field when plants are wet with dew/rain and should have suitable clothing for variable weather conditions. Workers will not be subjected to extreme or severely hot or cold weather or drought conditions. Worker must be able to perform all duties within job description in safe manner adhering to all established field safety guidelines, practices and procedures. Worker must possess requisite physical strength and endurance to repeat harvest and general labor process throughout workday. Employer provides instructions and general supervision. Worker must conform to specific instructions given for each day's work. Employer will provide orientation and training on food safety, personal hygiene and food handling, and worker safety. Employer will provide all tools, supplies and equipment necessary for the job duties at no cost to the worker. This may include harvesting and pruning knives, shears and sharp tools. Employer retains the right to terminate any unqualified worker, malingerer or recalcitrant worker that is physically able but does not demonstrate the willingness to perform the work, worker that violates the employer's work or housing policies, or other lawful reasons.

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

H. Additional Material Terms and Conditions of the Job Offer

g. Job Offer Information 7

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

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

1)Must Attend Daily Orientation: Worker must attend orientation on workplace rules, harvest methods, crop specific issues, policies and safety information.
2)Job Assignments: Employer assigns work and provides instructions. Worker must not leave job assignment area unless authorized. Leaving job area or farm without permission may be considered voluntary resignation or abandonment of employment.
3)No Riding Equipment: Worker may never ride on agricultural equipment not designed for riding purposes.
4)Report Injuries: All work-related injuries must be immediately reported to Employer.
5)Wear Protective Equipment: Worker must wear all required and assigned personal protective equipment at all required times.
6)Wear Appropriate Shoes: Worker must wear proper clothing and footwear for conditions and all footwear must be closed-toe.
7)No Illegal Activities: Worker must not participate in, or allow any illegal activities while on farm premises or worker housing areas, including but not limited to theft, assault, or use or possession of illegal drugs.
8)No Alcoholic Beverages, Firearms, or Illegal Drugs: Alcohol, firearms and illegal drugs are not permitted in any field, farm building, housing or work area. This includes weapons under local carry and concealed weapons laws.
9)No Alcohol or Drug Use: Worker must not be under influence of alcohol during work hours or drugs at any time.
10)No Discrimination or Harassment: Discrimination and/or harassment against workers is prohibited. Concerns of prohibited harassment or discrimination, or requests for accommodation should be reported to Employer. Employer will informally investigate reports and take reasonable responsive action as warranted to correct or prevent violations. Retaliation against worker who takes good faith actions under this policy is prohibited.
11)Bottles, Cans and Litter: In work and housing areas, worker must place trash in proper trash containers. Glass bottles, cans or food containers are not allowed in fields or food handling, packing/storage areas. Worker must pick up all paper, trash and litter brought to fields.
12)No Children in Fields and Work Areas: Children are never allowed in fields, in or around workers or tractors in field, on or about farm equipment, or in food handling or storage areas. Worker must not misrepresent age or falsify age documents to gain employment or access, or other purposes.
13)Visitor Policy: No visitors are allowed on farm premises, with exception of worker housing, without Employer permission. Visitors must check in at office and sign visitor registration log.
14)Parking: Parking is allowed in designated areas only.
15)Work Hours: Employment hours are influenced by factors such as weather conditions, crop conditions, market demand or the availability of other workers harvest and market conditions, customer expectations and other business reasons or unforeseen circumstances.
16)Absences/Tardiness: Unless excused in advance, worker is expected to work all scheduled hours of all scheduled days. Unexcused tardiness is treated as an unexcused absence.
17)Lunch Period: Worker must take unpaid lunch period at Employer direction. Worker may not work during lunch periods. Employer will deduct lunch periods from hours worked.
18)Breaks: For packing room or other hourly rate work, worker will have two scheduled breaks each day. Breaks shall not exceed 15 minutes. Restroom visits should occur during scheduled breaks if possible.

h. Job Offer Information 8

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Employer Supervision and Tools Provided

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

Employer provides instructions and general supervision. Worker must conform to specific instructions given for each day's work. Employer will provide orientation and training on food safety, personal hygiene and food handling, and worker safety. Employer will provide all tools, supplies and equipment necessary for the job duties at no cost to the worker. This may include harvesting and pruning knives, shears and sharp tools.

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

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 - Health and Hygiene

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

1)Worker Health and Hygiene: Worker must follow proper sanitation and hygiene practices including use of water, bathroom and hand washing facilities. Worker must wash hands before beginning or returning to work.
2)Designated Eating and Smoking Areas: Smoking is permitted only outside and in designated areas. Worker may not eat, drink or smoke in fields or farm buildings except for areas the Employer designates.
3)Illness and Injury: Worker who has diarrhea or symptoms of infectious diseases must not handle produce and must immediately report illness to Employer. Cuts or other open injuries must be treated by proper first aid supplies and must be properly covered. Worker must immediately notify Employer any time produce comes in contact with blood or other bodily fluid. Any equipment or containers exposed to any bodily fluid must be disinfected prior to reuse, including harvesting buckets and plastic lugs. COVID symptoms must be immediately reported to Employer. A full description of COVID symptoms and sick leave policies will be provided to the worker once hired.
4)Contamination of Produce: Worker must inspect produce and containers. If worker finds evidence of glass, metal, plastic, or other dangerous object in field, packing area or farm building, worker must immediately notify Employer. If worker knows of produce contamination by chemicals, petroleum, pesticides, or other contaminating factors, worker must immediately notify Employer. Contaminated produce must be discarded under standard operating policy. If produce is spilled on the ground or comes in contact with unsanitary surface, it also must be discarded and containers cleaned and disinfected prior to reuse. If worker notices unknown persons handling produce, or in unauthorized areas, worker must immediately notify Employer.
5)Harvesting Containers and Equipment: Harvesting containers must not be used for carrying anything except produce. Worker must clean all harvesting containers prior to use, including picking buckets. Worker must repair or discard damaged containers. Worker must use care to remove or keep dirt, sand, and mud from entering harvest or storage containers during harvest.
6)Animals: Animals are not allowed in fields or packing areas. Worker must notify Employer of any evidence of domestic or wild animals in the field or on Farm property.
7)Packing Areas: Worker shall keep all surfaces of packing line clean and in good condition. Area shall be well kept, clean and sanitized. Packaging shall be kept in dry area and be in compliance with rodent and insect protection. Any rodent droppings or insect damage shall be reported.
8)Storage of Packed Produce: Before packing produce into containers, worker must inspect containers to assure it is in good condition and clean. Filled containers shall be tightly sealed, and if stored outside, must be tightly covered.
9)Access: Entry to Employer's fields and facilities is limited to workers and authorized personnel only. Entry by unknown persons must be reported immediately.
10)No Tampering with Product: Worker must not tamper or alter harvested or packed products.

j. Job Offer Information 10

1. Section/Item Number *	B.6	2. Name of Section or Category of Material Term or Condition *	Job Requirements - Personal Hygiene on Packing Lines

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

Worker must tie back or cover long hair, roll up sleeves, keep nails cut short and not use nail color, not wear jewelry, chew gum or chew/spit tobacco. Worker must wash hands at the start of production, and after returning from break, lunch period, or restroom. Worker must wear Employer-required sanitation equipment and clothing, and must remove and store such items in designated sanitary area when the leaving work area. If gloves are required, worker must wear gloves when working on packing line, and must remove gloves before breaks, lunch periods, or bathroom use. Worker must use designated hand sanitizer prior to putting on gloves. Hand sanitizer is not a substitute for required hand washing.
Worker personal items must not be stored in packing areas.

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

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 - Housing Facilities and Rules

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

Housing, utilities and kitchen facilities are provided at no cost to workers who are unable to reasonably return to their place of residence within the same day ("Distant Workers").

Employer distributes and posts housing rules upon arrival of workers to the farm. Workers who do not comply with housing rules, depending on the nature, severity and repetitive nature of any violation, may receive a warning or be terminated and removed from housing at the Employer's discretion.

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-19

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

COVID-19 Specific Requirements: COVID-19 complete course
required to enter the United States as an H2A worker. Employees are required to follow all social distancing, hygiene, mask, and other prevention rules as posted at the worksite and in housing. Workers will be given rules to follow upon arrival. Workers will be provided a guideline of legal rights and responsibilities, as well as rules to follow in housing, daily transport, and during work hours.

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

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 - Termination and Discipline

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

Work Rules and Policies: Worker must work productively and in compliance with Employer policies and job instructions. Workers who do not comply, depending on the nature, severity and repetitive nature of any violation, may receive a warning may be terminated at the Employer's discretion. Employer may terminate or discipline the worker for lawful job-related reasons, including if the worker:
(1)Malingers or refuses without justifiable cause to perform the work as directed or for which the worker was recruited and hired;
(2)Commits serious act(s) of misconduct;
(3)Serious or repeated violation(s) of Employer Work Rules and Policies or Housing Rules;
(4)Fails to perform the work or duties as specified in the job description and under the job contract;
(5)Abandons employment;
(6)Provides false information or fraudulent documents;
(7)Falsifies personnel, production, or other work related records;
(8)Fails or refuses to take an alcohol or drug test after being hired when requested; or
(9)Commits an act of insubordination (defined as a failure to obey Employer's directions or policies and procedures).
Termination for lawful job related reasons before specified ending date may disqualify worker from future employment opportunities with Employer.

If worker abandons or resigns from employment before completing the work contract or if Employer terminates worker employment for cause, worker will not be entitled to receive return transportation and subsistence costs and the 3/4 guarantee when Employer provides timely notification to US Department of Homeland Security and National Processing Center. Worker who abandons employment without notice during period covered by work agreement are disqualified from future employment opportunities with Employer.

Five consecutive days of unexcused absences is considered abandonment. Worker must notify Employer prior to voluntarily terminating employment. If no notice is provided, Employer will send wages due to worker's last known address. Worker must provide complete and accurate address no later than first day of employment.

Voluntary resignation before specified ending date may disqualify worker from future employment opportunities with Employer.

For worker who resigns employment voluntarily, Employer will consider and evaluate special circumstances and hardship on case-by-case basis. Worker is required to notify Employer prior to voluntarily terminating employment to be considered and eligible for rehire.

n. Job Offer Information 14

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

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

No Alcohol or Drug Use: Worker must not be under influence of alcohol during work hours or drugs at any time. Worker must not report for work or perform service while under influence of or impaired by prescription drugs, medications, alcohol or other substances (including marijuana) that adversely affect alertness, coordination, reaction response or safety. Employer may require alcohol and drug testing if reasonable suspicion that worker is under influence at work, when worker suffers injury and requires medical attention or regulatory agency reporting either while on duty, or while on Employer's work premises. Testing may also be required if worker is involved in workplace injury resulting in damage to property or injury to others. Grounds for reasonable suspicion include, but are not limited to observation of slurred speech, bloodshot eyes, erratic behavior, difficulty walking, and difficulty performing assignments, possession of paraphernalia, and/or the smell of alcohol or drugs on worker. Worker agrees to testing as a condition of employment.

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

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 - Reporting Injuries

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

All Rocky Mountain Pumpkin Ranch employees are covered under Workman's Compensation provided by Pinnacol Assurance for injuries incurred while performing their assigned duties. Any work-related injury must be reported immediately to the employee's supervisor. An Injury or Incident Report, describing the circumstances of the incident, must be completed by the employee with a supervisor and filed with Pinnacol Assurance within four (4) working days.

p. Job Offer Information 16

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

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

I agree that I shall not during, or at any time after the termination of my employment with the Employer, use for myself or others, or disclose or divulge to others including future employers, any trade secrets, confidential information, or any other proprietary data of the Employer. I agree that I will not take unauthorized photographs on any worksite.

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

H. Additional Material Terms and Conditions of the Job Offer

q. Job Offer Information 17

1. Section/Item Number *	G.1	2. Name of Section or Category of Material Term or Condition *	Referral and Hiring Instructions - Compliance with Colorado Wage and Employment Laws

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

The employer will abide by all of Colorado's agricultural laws to include Senate Bill 21-087 ("SB87") and the Overtime and Minimum Pay Standards Order (COMPS order) #38. Agricultural employees are exempt from the 40-hour weekly and the 12-hour daily overtime pay requirements provided that such employees receive weekly overtime pay at one and a half times their regular rate of pay after 60 hours worked per workweek through December 31, 2023. The employer is exempt from the exclusion of the use of short-handle weeding as an organic farmer pursuant to C.R.S. 8-13.5-203(2)(c)(III). The employer will follow sick leave and PTO requirements per Colorado Healthy Families and Workplaces Act.

r. Job Offer Information 18

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

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

•' The Employer owns 3 vehicles for transportation: 2009 Ford E450 Minibus 20 passenger, 2007 E450 Minibus 15 passenger and 1998 Ford E350 15 passenger Van.
•One of six drivers availabfe wit,ha valid driver's license will be assigned to pick up employees at their house and bring them to the work site along with bringing them in from the fields at lunch time and returning them to their house at the end of the workday.
•The Employer will pick up the employees at their house 15-30 minutes prior to scheduled work time depending on work site location.
•· The Employer will provide transportation to the grocery store (Walmart) once a week and transportation to the bank to cash their checks bi-weekly for employees residing in employer provided housing.
•The vehicles will not be available to transport employees for personal reasons except if the employee is sick and would need a ride to a clinic.

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