



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



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 <u>months</u> required. *		6	3. Training: number of <u>months</u> required. * 0
4. Basic Job Requirements (check all that apply) §			
☐ a. Certification/license requirements		☐ f. Exposure to extreme temperatures	
☐ b. Driver requirements		☐ g. Extensive pushing or pulling	
☐ c. Criminal background check		☐ h. Extensive sitting or walking	
☐ d. Drug screen		☐ i. Frequent stooping or bending over	
☐ e. Lifting requirement _____ lbs.		☐ 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) MUST BE RELIABLE. MUST BE ABLE TO RIDE A HORSE AND REPAIR FENCES.			

C. Place of Employment Information

1. Place of Employment Address/Location *				
971 COUNTY ROAD 19				
2. City *	3. State *	4. Postal Code *	5. County *	
HAMILTON	Colorado	81638	Moffat	
6. Additional Place of Employment Information. (If no additional information, enter " NONE " below) *				
NORTHWEST COLORADO - ROUTT/MOFFAT COUNTY 27 MILES SOUTHWEST OF HAYDEN, CO				
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 *				
971 COUNTY ROAD 19				
2. City *	3. State *	4. Postal Code *	5. County *	
HAMILTON	Colorado	81638	Moffat	
6. Type of Housing (check only one) *			7. Total Units *	8. Total Occupancy *
☒ Employer-provided (including mobile or range) ☐ Rental or public			1	3
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

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



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.)

THE EMPLOYER WILL PROVIDE AT NO COST TO THE WORKER, PROVISIONS, UTENSILS, UTILITIES, AND FACILITIES FOR USING IN PREPARING THEIR OWN MEALS. DURING CERTAIN SEASONS OF THE YEAR, THE EMPLOYER MAY AT THE EMPLOYER'S OPTION, PROVIDE THE WORKER WITH PREPARED MEALS, AT NO COST TO THE WORKER(S).

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.)

WHEN REQUIRED, THE EMPLOYER, AT NO COST TO THE WORKER(S), WILL PROVIDE TRANSPORTATION BETWEEN THE WORKER'S ON-SITE HOUSING AND WORK SITE.

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 \$ 15 . 88 per day *

b. no more than \$ 59 . 00 per day with receipts

G. Referral and Hiring Instructions



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

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.)

REFERRALS WILL BE ACCEPTED FROM LOCAL WORKFORCE CENTER, RECRUIT WALK IN HIRES AND THROUGH WORD OF MOUTH. ALL APPLICANTS SHOULD BE THOROUGHLY FAMILIARIZED WITH THE JOB SPECIFICATIONS AND TERMS AND CONDITIONS OF EMPLOYMENT ON THE JOB OFFER. ONLY WORKERS POSSESSING ALL QUALIFICATIONS OF THE JOB OFFER SHOULD BE REFERRED TO THE EMPLOYER. THE EMPLOYER WILL ACCEPT WRITTEN APPLICATIONS, INTERVIEW AND SCREEN APPLICANTS, CHECK REFERENCES AND MAKE HIRING COMMITMENTS. PROSPECTIVE WORKERS MUST PROVIDE AN EMPLOYER REFERENCE WHO CAN VERIFY THE WORKER'S EXPERIENCE AND SATISFACTORY WORK PERFORMANCE. APPLICANTS MUST PROVIDE THE NAME, ADDRESS, AND TELEPHONE NUMBER OF THE PREVIOUS EMPLOYER BEING USED AS A REFERENCE (THE REFERENCE MUST BE ABLE TO VERIFY THE WORKER'S EXPERIENCE IN THE OCCUPATION FOR WHICH THE WORKER IS APPLYING). A MINIMUM OF SIX MONTHS EXPERIENCE AS A RANGE LIVESTOCK WORKER IS REQUIRED AND PROVIDE A MINIMUM OF (1) ONE LETTER OF REFERENCE TO THAT EXPERIENCE. MUST BE ABLE TO RIDE A HORSE AND REPAIR A FENCE. PROOF OF CITIZENSHIP: IF HIRED, DOCUMENTATION OF THE LEGAL RIGHT TO WORK IN THE UNITED STATES MUST BE PRESENTED TO THE EMPLOYER WITHIN THE TIME FRAME ALLOTTED BY LAW. THE EMPLOYER OR AGENT WILL COMPLETE INS ELIGIBILITY VERIFICATION (I-9 FORM) ON ALL WORKERS. CYCLONE RANCH LLC REQUESTS AN EXEMPTION TO THE FIFTY PERCENT RULE PROVISION OF 20 CFR 655.135 (d) DUE TO THE FACT THAT: CYCLONE RANCH LLC

(1) DID NOT, DURING ANY CALENDAR QUARTER DURING THE PRECEEDING CALENDAR YEAR, USE MORE THAN 500 MAN-DAYS OF AGRICULTURE LABOR AS DEFINED IN SEC 203 (u) OF TITLE 29,
(2) IS NOT A MEMBER OF AN ASSOCIATION WHICH HAS PETITIONED FOR CERTIFICATION UNDER THIS SUBPART FOR ITS MEMBERS; AND (3) HAS NOT OTHERWISE ASSOCIATED WITH OTHER EMPLOYERS WHO ARE PETITIONING FOR TEMPORARY WORKERS UNDER THIS SUBPART. CYCLONE RANCH LLC WILL PROVIDE COPIES OF THE JOB ORDER TO THE WORKER NO LATER THAN THE TIME AT WHICH THE WORKER APPLIES FOR THE VISA, OR TO A WORKER IN THE CORRESPONDING EMPLOYMENT NO LATER THAN ON THE DAY WORK COMMENCES.

2. Telephone Number to Apply *
+1 (970) 276-4704

3. Extension §
N/A

4. Email Address to Apply *
debbie@mountainocean.com

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).



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

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 655.122(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).



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

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



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

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)(3)(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 * Loya	2. First (given) name * Godelebo	3. Middle initial § A
4. Title * Ranch Manager		

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



5. Signature (or digital signature) * Digital Signature Verified and Retained By <i>Certifying Officer</i>	6. Date signed * 2/16/2024
--	--

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



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

H. Additional Material Terms and Conditions of the Job Offer

a. Job Offer Information 1

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) * PERFORM ANY COMBINATION OF THE FOLLOWING TASKS TO ATTEND TO LIVESTOCK ON THE OPEN RANGE: FEEDS AND WATERS LIVESTOCK; HERDS LIVESTOCK TO PASTURE FOR GRAZING; EXAMINES ANIMALS TO DETECT DISEASES AND INJURIES; ASSISTS WITH THE VACCINATION OF LIVESTOCK BY HERDING INTO CORRAL AND/OR STALL OR MANUALLY RESTRAINING ANIMAL ON THE RANGE; APPLIES MEDICATIONS TO CUTS AND BRUISES; SPRAYS LIVESTOCK WITH INSECTICIDE; ASSISTS WITH CASTRATION OF LIVESTOCK; CLIPS IDENTIFYING NOTCHES ON OR BRANDS ANIMALS. WORKERS MUST BE ABLE TO RIDE AND HANDLE HORSES IN A MANNER TO ASSURE THE SAFETY OF THE WORKER, CO-WORKERS, AND LIVESTOCK. MUST BE ABLE TO FIND AND MAINTAIN BEARINGS TO GRAZING AREAS. MUST BE WILLING AND ABLE TO OCCASIONALLY LIVE AND WORK INDEPENDENTLY OR IN SMALL GROUPS OF WORKERS IN ISOLATED AREAS FOR EXTENDED PERIODS OF TIME. CYCLONE RANCH LLC ASSURES THAT WORKER WILL SPEND THE MAJORITY (MORE THAN 50%) OF THE WORKDAYS DURING THE CONTRACT PERIOD IN HERDING OR PRODUCTION OF LIVESTOCK ON THE RANGE. CONDITIONS AND QUALIFICATIONS FOR EMPLOYMENT: MUST BE RELIABLE. ABSENCES FROM WORK AND/OR FAILURE TO PERFORM REQUIRED DUTIES CANNOT BE TOLERATED AS CLOSE SUPERVISION OF WORKERS IS MANY TIMES NOT PRACTICAL, AS CLOSE SUPERVISION OF WORKERS MAY GO UNDETECTED FOR PROLONGED PERIODS OF TIME. JOB ENTAILS WORKING WITH AND AROUND ALL LIVESTOCK AND FARM EQUIPMENT. WORKING OUTDOORS IN ALL TYPES OF WEATHER AND IN EXTREME TEMPERATURES (+100 DEGREES F) AND COLD (BELOW -40 DEGREES F) DURING CERTAIN SEASONS OF THE YEAR. JOB ENTAILS EXPOSURE TO NATURAL RANGE HAZARDS SUCH AS POISONOUS SNAKES, PREDATORS, ROCKY TERRAIN, AND OCCASIONAL DUST STORMS, FLASH FLOODS, BLIZZARDS, AND FOREST/GRASS FIRES. INJURIES: THE EMPLOYER WILL PROVIDE WORKER'S COMPENSATION COVERAGE OR PRIVATE INSURANCE WHICH IS EQUAL TO WORKER'S COMPENSATION LAWS FOR COMPARABLE EMPLOYMENT, AND WHICH WILL BE PROVIDED AT NO COST TO THE WORKER(S). EMPLOYER'S PROOF OF INSURANCE COVERAGE WILL BE PROVIDED TO THE ETA FIELD OFFICE BEFORE CERTIFICATION IS GRANTED. CYCLONE RANCH LLC WILL PROVIDE ALL TOOLS, SUPPLIES, AND EQUIPMENT NECESSARY TO PERFORM THE DUTIES ASSIGNED, AT NO COST TO THE WORKER(S), INCLUDING BUT NOT LIMITED TO THE FOLLOWING ITEMS: GLOVES, RAIN GEAR, HORSE AND TACK, ROPES, RIFLE, SHOVEL, FENCING PLIERS, WIRE, 2-WAY RADIO. WORKER WILL BE DIRECTED AND CONTROLLED BY THE RANCH OPERATOR AND/OR DESIGNATED FOREMAN. HOWEVER, WORKERS ARE OFTEN REQUIRED TO WORK ALONE FOR LONG PERIODS WITHOUT SUPERVISION AND TO PERFORM THE REQUIRED WORK RELIABLY AND PROPERLY. CYCLONE RANCH LLC WILL COMMUNICATE BY RADIO TRANSMITTER, OR IN PERSON, EVERY 24 HOURS TO MONITOR THE WORKER'S WELL-BEING. CYCLONE RANCH LLC UTILIZES A CABIN REMOTE FROM THE RANCH AND A MOBILE CAMP. THE WORKER WILL SPEND THE MAJORITY OF THE WORKDAYS (MORE THAN 50%) ON THE RANGE AND IN CONSTANT ATTENDANCE TO THE HERD, ENSURING THE LIVESTOCK DOES NOT STRAY, PROTECTING THEM FROM PREDATORS, AND MONITORING THEIR HEALTH. CYCLONE RANCH LLC ASSURES THAT IT WILL PROVIDE EACH WORKER WITH AT LEAST 4.5 GALLONS OF POTABLE WATER, PER DAY, FOR DRINKING AND COOKING, DELIVERED ON A REGULAR BASIS, SO THE WORKERS WILL HAVE AT LEAST THIS AMOUNT AVAILABLE FOR THEIR USE UNTIL THIS SUPPLY IS NEXT REPLENISHED. NO WORKER SHALL BE TERMINATED WITHOUT JUST CAUSE, EXCEPT AS PROVIDED IN ITEM 10 - CONTRACT ABATEMENT UNDER CONDITIONS SPECIFIED IN 20 CFR 655.122(N). OFFENSES CONSIDERED FOR JUST CAUSE FOR TERMINATION INCLUDES, BUT ARE NOT LIMITED TO THE FOLLOWING: (THESE ARE EXAMPLES) A. FAILURE TO REPORT TO WORK, EXCESSIVE ABSENCES FROM WORK, OR LEAVING THE WORK SITE WITHOUT APPROVAL; B. FAILURE TO PERFORM WORK OF REASONABLE QUALITY AND QUANTITY WITH REASONABLE DILIGENCE. SOME EXAMPLES ARE: ALLOWING LIVESTOCK TO GRAZE IN UNAUTHORIZED AREAS; INABILITY TO RIDE AND HANDLE HORSES; OR FAILURE TO MOVE LIVESTOCK ACCORDING TO DESIGNATED TIMETABLES; GROSS NEGLIGENCE OR DELIBERATE ACTIONS WHICH RESULT IN INFERIOR WORK; WASTE; DAMAGE, OR INJURY TO EMPLOYER'S PROPERTY OR LIVESTOCK;			

b. Job Offer Information 2

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 (<i>up to 3,500 characters</i>) * SUFFICIENT HOUSING WILL BE PROVIDED AT NO COST TO H-2A WORKERS. MOBILE OR FIXED SITE HOUSING AND UTILITIES WILL BE PROVIDED AT NO COST TO THE WORKERS. HOUSING WILL BE CLEAN AND IN COMPLIANCE WITH APPLICABLE STANDARDS WHEN OCCUPIED. REASONABLE REPAIR COSTS WILL BE DEDUCTED FROM THE EARNINGS OF WORKER(S) FOUND TO BE RESPONSIBLE FOR DAMAGE TO HOUSING AND/OR FURNISHINGS. FIXED HOUSING MEETS REQUIREMENTS OF 20 CFR 654.404 THROUGH 654.417. RANGE HOUSING MEETS REQUIREMENTS OF 20 CFR 655.235			

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

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



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
3. Details of Material Term or Condition (up to 3,500 characters) * THE EMPLOYER WILL PROVIDE ADVANCE TRANSPORTATION FOR REASONABLE (MOST ECONOMICAL COMMON CARRIER OR OTHER TRANSPORTATION WHICH CONFORMS TO THE INTERSTATE COMMERCE COMMISSION (ICC) REGULATIONS) INBOUND TRANSPORTATION. TRANSPORTATION THAT WAS ADVANCED TO THE WORKER WILL BE DEDUCTED FROM THE WORKER'S PAY, BUT WILL BE REIMBURSED TO THE WORKER UPON 50% COMPLETION OF THE WORK CONTRACT. THE EMPLOYER WILL PAY THE CONUS MEAL RATE IN F.3 WHO QUALIFY FOR TRAVEL REIMBURSEMENT WHEN THEY PROVIDE RECEIPTS.			

d. Job Offer Information 4

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - JOB DUTIES
3. Details of Material Term or Condition (up to 3,500 characters) * REFUSING TO CARRY OUT GOOD FAITH; REASONABLE ORDERS; BEING UNDER THE INFLUENCE OF ALCOHOL OR DRUGS; HORSEPLAY; D. DELIBERATE DAMAGE OR INJURY TO ANOTHER WORKER OR HIS POSSESSIONS; E. STEALING COMPANY, RANCH, EMPLOYER, OR CO-WORKER'S PROPERTY; F. POSSESSION OF FIREARMS, OR OTHER WEAPONS WITHOUT EMPLOYER AUTHORIZATION; OR G. CHANGING APPLICATION, OR LYING ON EMPLOYMENT APPLICATION WITH REGARD TO WORK EXPERIENCE. THE EMPLOYER WILL APPLY THE ABOVE STANDARDS ON A NON-DISCRIMINATORY BASIS AS REQUIRED BY LAW. THE EMPLOYER MAY CARRY OUT TERMINATION AFTER ONLY TWO WRITTEN WARNINGS (NOT NECESSARY FOR THE SAME CAUSE). WARNINGS WILL BE WRITTEN IN A LANGUAGE UNDERSTANDABLE TO THE WORKER, AND THE WORKER WILL BE GIVEN AN OPPORTUNITY TO SIGN THE WARNING. TERMINATION MAY BE CARRIED OUT WITHOUT FIRST HAVING ISSUED ANY WARNINGS IF THE EMPLOYEE'S OFFENSE IS OF A SEVERE OR EMERGENCY NATURE SUCH AS A THREAT TO LIVE, SAFETY, AND/OR HEALTH OF THE WORKER, LIVESTOCK, OR OTHERS, OR THE INTENTIONAL DESTRUCTION OF PROPERTY. IF AN EMPLOYEE IS INVOLUNTARILY TERMINATED, THE WORKER WILL BE PROVIDED A WRITTEN STATEMENT SETTING FOR THE CAUSE(S) FOR SUCH TERMINATION. NOTICE OF TERMINATION OF U.S. WORKERS WILL BE MADE IN WRITING TO THE APPROPRIATE WORKFORCE CENTER.			

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



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

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 - INBOUND/OUTBOUND TRANSPORTATION
3. Details of Material Term or Condition (up to 3,500 characters) * WORKERS WHO VOLUNTARILY QUIT OR ARE TERMINATED FOR CAUSE PRIOR TO COMPLETING 50% OF THE CONTRACT PERIOD WILL BE REQUIRED TO REIMBURSE THE EMPLOYER FOR THE FULL AMOUNTS OF TRANSPORTATION AND SUBSISTENCE WHICH WERE ADVANCED OR REIMBURSED TO THE WORKER. UPON COMPLETION OF THE WORK CONTRACT, THE EMPLOYER WILL PROVIDE OR PAY OUTBOUND TRANSPORTATION (UNDER THE MOST ECONOMICAL COMMON CARRIER OR OTHER TRANSPORTATION WHICH CONFORMS TO ICC REGULATIONS) AND SUBSISTENCE FROM THE WORK SITE TO THE PLACE OF RECRUITMENT. THE EMPLOYER WILL PAY THE CONUS MEAL RATE IN F.3 WHO QUALIFY FOR TRAVEL REIMBURSEMENT WHEN THEY PROVIDE RECEIPTS. THIS REQUIREMENT WILL BE NULLIFIED IF THE WORKER HAS CONTRACTED WITH A SUBSEQUENT H-2A EMPLOYER WHO HAS AGREED TO PAY FOR THE WORKER'S TRANSPORTATION AND SUBSISTENCE FROM THE PRESENT EMPLOYER'S WORK SITE. IF THE DEATH OF A WORKER OCCURS DURING THE TIME THE WORKER IS EMPLOYED UNDER THIS CONTRACT, THE WORKER'S REMAINS WILL BE RETURNED TO THE WORKER'S PERMANENT HOME, IF ANY, AT NO COST TO THE WORKER'S EARNINGS AND AT NO COST TO THE WORKER'S FAMILY. EMPLOYER IS NOT LIABLE FOR ANY FUNERAL EXPENSES OR COSTS ASSOCIATED WITH PREPARING THE REMAINS FOR SHIPMENT. IN THE EVENT OF THE WORKER'S TERMINATION DUE TO THE ACT OF GOD OR FOR MEDICAL REASONS, TRANSPORTATION AND ANY DEDUCTIONS MADE FOR ADVANCE TRANSPORTATION WILL BE PAID TO THE WORKER. IN ACCORDANCE WITH 20 CFR 655.122(o); IF BEFORE THE EXPIRATION DATE SPECIFIED IN THE WORK CONTRACT, THE SERVICES OF THE WORKER ARE NO LONGER REQUIRED FOR REASONS BEYOND THE CONTROL OF THE EMPLOYER DUE TO FIRE, WEATHER, OR OTHER ACT OF GOD THAT MAKES THE FULFILLMENT OF THE CONTRACT IMPOSSIBLE, EMPLOYMENT MAY BE TERMINATED IF THE CO DETERMINES A CONTRACT IMPOSSIBILITY. IN THE EVENT OF SUCH TERMINATION, THE EMPLOYER WILL FULFILL A THREE-FOURTHS GUARANTEE FOR THE TIME THAT HAS ELAPSED FROM THE START OF THE WORK CONTRACT TO THE TIME OF ITS TERMINATION, AS DESCRIBED IN PARAGRAPH (i)(1) OF THIS SECTION. THE EMPLOYER WILL MAKE EFFORTS TO TRANSFER THE WORKER TO OTHER COMPARABLE EMPLOYMENT ACCEPTABLE TO THE WORKER, CONSISTENT WITH EXISTING IMMIGRATION LAW, AS APPLICABLE. IF SUCH A TRANSFER IS NOT AFFECTED THE EMPLOYER WILL (1) RETURN THE WORKER, AT THE EMPLOYER'S EXPENSE, TO THE PLACE FROM WHICH THE WORKER ORIGINALLY CAME TO WORK FOR THE EMPLOYER, OR TRANSPORT THE WORKER TO THE WORKER'S NEXT CERTIFIED H-2A EMPLOYER, WHICHEVER THE WORKER PREFERS; (2) REIMBURSE THE WORKER FOR THE FULL AMOUNT OF ANY DEDUCTIONS MADE FROM THE WORKER'S PAY BY THE EMPLOYER FOR TRANSPORTATION AND DAILY SUBSISTENCE TO THE PLACE OF EMPLOYMENT; AND (3) PAY THE WORKER FOR ANY COSTS INCURRED BY THE WORKER FOR TRANSPORTATION AND DAILY SUBSISTENCE TO THAT EMPLOYER'S PLACE OF EMPLOYMENT. DAILY SUBSISTENCE WILL BE COMPUTED AS SET FORTH IN PARAGRAPH (h) OF THIS SECTION. THE AMOUNT OF TRANSPORTATION PAYMENT MUST NOT BE LESS (AND IS NOT REQUIRED TO BE MORE) THAN THE MOST ECONOMICAL AND REASONABLE COMMON CARRIER TRANSPORTATION FOR THE DISTANCES INVOLVED.			

f. Job Offer Information 6

1. Section/Item Number *		2. Name of Section or Category of Material Term or Condition *	
3. Details of Material Term or Condition (up to 3,500 characters) *			

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