

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



IMPORTANT: In accordance with 20 CFR 653.500, all employers seeking U.S. workers to perform agricultural services or labor on a temporary, less than year-round basis through the Agricultural Recruitment System for U.S. Workers, must submit a completed job clearance order (Form ETA-790) to the State Workforce Agency (SWA) for placement on its intrastate and interstate job clearance systems. Employers submitting a job order in connection with an H-2A Application for Temporary Employment Certification (Form ETA-9142A) must complete the Form ETA-790 and attach a completed ETA-790A. All other employers submitting agricultural clearance orders must complete the Form ETA-790 and attach a completed ETA-790B. Employers and authorized preparers must read the general instructions carefully, complete ALL required fields/items containing an asterisk (*), and any fields/items where a response is conditional as indicated by the section (§) symbol.

I. Clearance Order Information

FOR STATE WORKFORCE AGENCY (SWA) USE ONLY			
Questions 1 through 17			
1. Clearance Order Number *	2. Clearance Order Issue Date *	3. Clearance Order Expiration Date *	
4017419		7/16/2026	
4. SOC Occupation Code *	5. SOC Occupation Title *		
45-2092.00	Farmworkers and Laborers, Crop, Nursery, and Greenhouse		
SWA Order Holding Office Contact Information			
6. Contact's last (family) name *	7. First (given) name *	8. Middle name(s) §	
Ortiz	Ricardo		
9. Contact's job title *			
Agriculture & Foreign Labor Specialist			
10. Address 1 *			
944 Glenwood Station Ste. 103			
11. Address 2 (suite/floor and number) §			
12. City *	13. State *	14. Postal code *	
Charlottesville	Virginia	22901	
15. Telephone number *	16. Extension §	17. Email address *	
(434) 872-1780		ricardo.ortiz-diaz@viriniaworks.gov	

II. Employer Contact Information

1. Legal Business Name *			
Creambrook Farm, LLC			
2. Trade Name/Doing Business As (DBA), if applicable §			
3. Contact's last (family) name *	4. First (given) name *	5. Middle name(s) §	
Beichler	Benjamin		
6. Contact's job title *			
Owner			
7. Address 1 *			
189 Mish Barn Road			
8. Address 2 (suite/floor and number) §			
9. City *	10. State *	11. Postal code *	
Middlebrook	Virginia	24459	
12. Telephone number *	13. Extension §	14. Business email address *	
+1 (540) 430-1501		benjaminbeichler@gmail.com	
15. Federal Employer Identification Number (FEIN from IRS) *		16. NAICS Code *	
		11212	

III. Type of Clearance Order

1. Indicate the type of agricultural clearance order being placed with the SWA for recruitment of U.S. workers. (choose only one) *	<input checked="" type="checkbox"/> 790A (placed in connection with an H-2A application) <input type="checkbox"/> 790B (not placed in connection with an H-2A application)
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For Public Burden Statement, see the Instructions for Form ETA-790/790A.



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

A. Job Offer Information

1. Job Title * Crop, Field, and Breeding Specialist								
2. Workers Needed *		a. Total	b. H-2A Workers	3. First Date * 3/1/2026				4. Last Date * 11/30/2026
		1	1					
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.							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6. Anticipated days and hours of work per week (an entry is required for each box below) *							7. Hourly Work Schedule *	
40	a. Total Hours	8	c. Monday	8	e. Wednesday	8	g. Friday	
0	b. Sunday	8	d. Tuesday	8	f. Thursday	0	h. Saturday	
							a. <u>7</u> : <u>00</u> <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	
							b. <u>3</u> : <u>30</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> 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.) See Addendum C								
8b. Wage Offer *		8c. Per *		8d. Piece Rate Offer \$		8e. Piece Rate Units / Estimated Hourly Rate / Special Pay Information \$		
\$ <u>18</u> . <u>40</u>		<input checked="" type="checkbox"/> HOUR <input type="checkbox"/> MONTH		\$ _____		H-2A wage is \$16.32/hr. Raises and/or bonuses may be offered to any seasonal worker in the occupation, at the company's discretion, based on tenure, skill, and/or other non-discriminatory individualized factors.		
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? *							<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
10. Frequency of Pay: * <input type="checkbox"/> Weekly <input checked="" type="checkbox"/> Biweekly <input type="checkbox"/> Other (specify): <u>N/A</u>								
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 Agricultural Clearance Order
 Form ETA-790A
 U.S. Department of Labor

B. Minimum Job Qualifications/Requirements

1. Education: minimum U.S. diploma/degree required. *			
<input checked="" type="checkbox"/> None <input type="checkbox"/> High School/GED <input type="checkbox"/> Associate's <input type="checkbox"/> Bachelor's <input type="checkbox"/> Master's or higher <input type="checkbox"/> Other degree (JD, MD, etc.)			
2. Work Experience: number of <u>months</u> required. *	12	3. Training: number of <u>months</u> required. *	0
4. Basic Job Requirements (check all that apply) §			
<input type="checkbox"/> a. Certification/license requirements <input checked="" type="checkbox"/> b. Driver requirements <input type="checkbox"/> c. Criminal background check <input type="checkbox"/> d. Drug screen <input checked="" type="checkbox"/> e. Lifting requirement <u>100</u> lbs.		<input checked="" type="checkbox"/> f. Exposure to extreme temperatures <input checked="" type="checkbox"/> g. Extensive pushing or pulling <input checked="" type="checkbox"/> h. Extensive sitting or walking <input checked="" type="checkbox"/> i. Frequent stooping or bending over <input checked="" type="checkbox"/> j. Repetitive movements	
5a. Supervision: does this position supervise the work of other employees? *	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		5b. If "Yes" to question 5a, enter the number of employees worker will supervise. §
6. Additional Information Regarding Job Qualifications/Requirements. *			
<i>(Please begin response on this form and use Addendum C if additional space is needed. If no additional skills or requirements, enter "NONE" below)</i> See Addendum C			

C. Place of Employment Information

1. Place of Employment Address/Location *				
189 Mish Barn Road				
2. City *	3. State *	4. Postal Code *	5. County *	
Middlebrook	Virginia	24459	Augusta County	
6. Additional Place of Employment Information. <i>(If no additional information, enter "NONE" below)</i> *				
Worksite includes adjacent or nearby fields within 10-mile radius of farm.				
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? *				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

D. Housing Information

1. Housing Address/Location *				
245 Cherry Grove Road				
2. City *	3. State *	4. Postal Code *	5. County *	
Middlebrook	Virginia	24459	Augusta County	
6. Type of Housing <i>(check only one)</i> *			7. Total Units *	8. Total Occupancy *
<input checked="" type="checkbox"/> Employer-provided (including mobile or range) <input type="checkbox"/> Rental or public			1	5
9. Identify the entity that determined the housing met all applicable standards: *				
<input type="checkbox"/> Local authority <input checked="" type="checkbox"/> SWA <input type="checkbox"/> Other State authority <input checked="" type="checkbox"/> Federal authority <input type="checkbox"/> Other (specify): _____				
10. Additional Housing Information. <i>(If no additional information, enter "NONE" below)</i> *				
Housing provided only to non-local workers (i.e., permanent residence is outside of local commuting distance). Only workers and immediate family members may occupy housing. Employer provides separate sleeping and bathroom facilities for each gender. Employer possesses and controls premises at all times. Workers must vacate housing promptly at end of contract period or upon termination, in accordance with state law.				
11. Is a completed Addendum B providing additional information on housing that will be provided to workers attached to this job order? *				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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.)
 Employer does not provide meals. Employer-provided housing includes free and convenient kitchen facilities with appropriate equipment, appliances, cooking accessories, and dishwashing facilities for meal preparation. For workers residing in employer-provided housing, employer will provide a passenger vehicle for workers' personal use at no cost to the worker. This vehicle may be utilized no less than once per week to drive to/from closest town for personal errands (e.g., grocery shopping, banking). Dining, kitchen/cooking facilities and other common areas are shared by all workers. In the event kitchen facilities become unavailable during the contract period, employer will instead provide three meals daily in accordance with 20 CFR 655.122(g). In such circumstances, employer will deduct the cost of such meals up to the maximum allowable amount published in the Federal Register, or as otherwise approved by the U.S. Department of Labor.

2. The employer: *	<input type="checkbox"/> WILL NOT charge workers for meals.
	<input checked="" type="checkbox"/> WILL charge each worker for meals at \$ 16 . 28 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.)
 See Addendum C

2. Describe the terms and arrangements for providing workers with transportation (a) to the place of employment (i.e., inbound) and (b) from the place of employment (i.e., outbound). *
 (Please begin response on this form and use Addendum C if additional space is needed.)
 See Addendum C

3. During the travel described in Item 2, the employer will pay for or reimburse daily meals by providing each worker *	a. no less than	\$ 16 . 28	per day *
	b. no more than	\$ 68 . 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.)

Employer accepts referrals and applicants from all sources. Employer conducts interviews by phone at time of inquiry or within a reasonable time thereafter. Interviews conducted at no cost to applicants, whether via phone or in-person. Contact employer Monday-Friday between the hours of 9 AM and 4 PM EST.

Referring State Workforce Agency (SWA) is responsible for informing applicants of terms and conditions of employment. After coordinating referral with local order holding office, referring SWA should contact the employer to provide notice of the referral. When possible, SWA should furnish translator services as needed. Employer requests advance notice by SWA if holding office intends to refer multiple applicants concurrently.

To be eligible for employment, applicants must:

1. Be able, willing, and available to perform the specified job duties for the duration of the contract;
2. Have been apprised of the material terms and conditions of employment;
3. Agree to abide by all material terms and conditions of employment;
4. Be legally authorized to work in the United States; and
5. Satisfy all minimum job requirements.

2. Telephone Number to Apply * +1 (540) 430-1501	3. Extension § 0	4. Email Address to Apply * benjaminbeichler@gmail.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? *	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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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 655.173. 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).



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)(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 * Beichler	2. First (given) name * Benjamin	3. Middle initial §
4. Title * Owner		

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 * 12/16/2025
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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
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Crops/Commodities: Hay, small grains, sorghum, alfalfa, cattle.</p> <p>All job duties are directly related to the production of crops and livestock with the larger percentage attending to crop production. Operate agricultural equipment to plant and machine-harvest crops and haul silage. Workers will drive Fendt tractors and operate designated towed machines, such as planters, discs, mowers, rakes, balers, and trailers, to plant, cultivate, harvest crops. Must operate agricultural equipment safely, with or without direction. Load and unload crops and farm materials. Troubleshoot, repair and perform minor maintenance on farm vehicles and equipment. Drive farm trucks to haul farm related materials, supplies, and harvested crops to designated locations within a ten-mile radius of the farm (including on public roads to reach farmer's fields) during the workday.</p> <p>Work in fields, performing manual and machine tasks associated with grain, sorghum, alfalfa, and hay crop production, including but not limited to: bushhogging fields; mowing, tedding, raking, baling, and stacking hay; and operating wagons, trailers. Mow, cut, and weed fields. Perform ditching, shoveling, hoeing, hauling, ground preparation, and other manual tasks. Use hand tools including but not limited to hoes, shovels, shears, clippers, loppers, and saws. Lift, carry, and load/unload products or supplies weighing 60 pounds or more. Use power equipment including but not limited to: tractors, planters, mowers, plows, power shears, chain saws, high lifts, skid loaders, ATVs/ UTVs. Dig and maintain ditches. Clear debris from field and clean/maintain farm, farm buildings, structures, equipment, and work areas. Mow grass and operate trimmer around farm buildings. Assist with farm building/field maintenance and repairs. Repair fences.</p> <p>Perform any combination of the following tasks associated with the care of livestock (cattle): Feed and water livestock, herd livestock to/from pasture for grazing. Perform routine wellness/facility checks, keep stall clean and sanitized using disinfectants, shovels, or water hoses; remove manure. Monitor the herd for signs of illness or injury. Assist with breeding and calving; administer vaccinations and medications. Speak and understand English for receiving technical and detailed instructions related to the care and survival of livestock.</p> <p>Work is done in the field for long periods of time. Workers must work on their feet in bent positions for long periods of time. Work requires repetitive movements and extensive walking, standing, bending, stooping, lifting, kneeling, and reaching. Work required in fields when plants are wet with dew and rain, and may be required during light rain, snow, moderate winds, direct sun, high humidity and extreme temperatures. Temperatures in fields during working hours can range from 10 to over 100 degrees F. Workers may be required to work during occasional showers not severe enough to stop field operations.</p>			

b. Job Offer Information 2

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Deductions from Pay
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Employer will make all deductions required by law (e.g., FICA, federal/state tax withholdings, court-ordered child support, etc.). Workers must pre-authorize voluntary deductions, which may include repayment of advances and/or loans, health insurance premiums, retirement plan contributions, and/or payment of cell phone, cable/satellite TV, internet, or other service(s) for workers' convenience and benefit. Employer may deduct for reasonable repair and/or replacement costs for any willful or negligent damages to company property/tools/equipment/housing beyond normal wear and tear. All deductions will comply with the Fair Labor Standards Act (FLSA) and applicable state law.</p> <p>If the employer receives a fine for acts committed by a worker on the road while driving an employer-provided vehicle or equipment and he/she is at fault, the fine amount will be deducted from the worker's wages when expressly authorized by the worker in writing.</p>			

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 *	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 (<i>up to 3,500 characters</i>) *			
<p>This job requires a minimum of 12 months of relative work experience on a diversified crop and livestock farm, handling both manual and mechanized tasks associated with commodity production and operating agricultural equipment including 150+ horsepower tractors with farm implements. Applicants must be able to furnish verbal or written statement establishing relevant prior work experience. Workers must be able to perform manual and mechanized tasks with accuracy and efficiency. Saturday and Sunday work required, when necessary. Must be able to lift 100 lbs. Basic literacy and mathematical ability required. Applicants must possess current drivers license (minimum Class D or foreign equivalent) or be able to obtain license within 30 days of hire to legally operate farm vehicles on public highways in Virginia.</p>			

d. Job Offer Information 4

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 (<i>up to 3,500 characters</i>) *			
<p>Use of employer provided transportation is voluntary. Daily transportation to/from the worksite is not available to workers who do not reside in employer provided housing. Workers who decline employer housing/and or local workers are responsible for own daily transportation. H-2A workers who reside in employer-provided housing will be provided with access to a passenger vehicle that will require a standard driver's license to operate.</p>			

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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
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Employer pays in advance or reimburses foreign workers in the first workweek for all government-mandated and visa-related fees (excluding passport fees). For non-local workers (i.e., residing outside normal commuting distance), the employer will either arrange/provide inbound transportation or reimburse such costs to workers who secured their own transportation no later than upon completion of the first half of the contract (the 50 percent point).</p>			

f. Job Offer Information 6

1. Section/Item Number *	F.1	2. Name of Section or Category of Material Term or Condition *	Daily Transportation - Daily Transportation Continued 1
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>The workers may use the vehicle on or off the farm to transport themselves between housing and place of employment daily, around the farm during work hours, and/or off the farm outside of work hours to drive to/from nearest town for personal errands (groceries, banking, etc.).</p> <p>Vehicle type, quantity and seating capacity may include any combination of the following: Chrysler Town and Country minivan (quantity: 1, seats per: 7). Round-trip travel for employer-provided transportation is equal to or less than 75 miles. Vehicle safety standards at 29 CFR 500.104 will apply.</p>			

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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

g. Job Offer Information 7

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Inbound/Outbound Transportation Cont.
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Inbound travel includes transportation costs from the worker's permanent residence or place of recruitment to the place of employment, a daily subsistence for meals, and reasonable lodging costs, if applicable. Transportation reimbursements based on worker's actual costs, not to exceed the most economical common carrier transportation costs for distances involved. Employer provides or pays outbound travel costs to same workers who complete the contract or are dismissed early. Employer does not pay or reimburse travel costs to any worker who voluntarily resigns, abandons employment, or is terminated for cause.</p>			

h. Job Offer Information 8

1. Section/Item Number *	F.2	2. Name of Section or Category of Material Term or Condition *	Inbound/Outbound Transportation - Housing Details
3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *			
<p>Housing and utilities are provided at no cost to workers who are unable to return to their place of residence the same day. Workers eligible for and offered employer-provided housing may choose not to occupy the employer-provided housing and may instead elect to obtain their own housing at worker's expense. Workers eligible for employer-provided housing who elect to decline the employer-provided housing and instead obtain their own housing may retract their election at any time during the period of employment, and upon doing so will be provided housing by the employer as set forth in the Job Order or as amended and approved by DOL. The employer assumes no responsibility whatsoever for housing arranged by workers on their own. The employer will not provide assistance to workers who are eligible for employer-provided housing but elect to obtain their own housing. Workers cannot change assigned housing or move between the housing listed on the job order without employer consent. No worker may allow overnight guests in the housing without employer consent and housing provided is for workers only unless family housing is required by law or agreed upon by the employer.</p>			

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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

i. Job Offer Information 9

1. Section/Item Number *	A.11	2. Name of Section or Category of Material Term or Condition *	Pay Deductions - Deductions continued 1
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>No arrangements have been made with establishment owners or agents for the payment of commission or other benefits for sales made to workers. In accordance with 8 CFR 214.2(h)(5)(xi)(A) and 20 CFR 655.135(j)-(k), the employer prohibits the solicitation and payment of recruitment fees by workers. Workers who pay or are solicited to pay such a fee must inform the employer immediately. Employer will investigate all claims of illegal fees and take immediate remedial action as appropriate.</p> <p>ADDITIONAL PAY DETAILS: Employer will pay worker by check or direct bank deposit, at worker's election. If an applicant fails to verify the start date of need between 9 and 5 business days prior to the original date of need, then they are disqualified from the first weeks' pay obligations listed in 20 CFR 653.201(c)(3).</p>			

j. Job Offer Information 10

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties continued 3
<p>3. Details of Material Term or Condition (<i>up to 3,500 characters</i>) *</p> <p>Prior to any termination for cause, the employer will evaluate workers' performance in accordance with work rules and other company policies. Employer may terminate a worker for cause if the worker refuses without just cause to perform the work for which the worker was recruited and hired; commits a serious or egregious act of misconduct that endangers health, safety, or property; or fails, after completion of any training, to be able to perform the tasks described.</p> <p>Except as noted, violators of company rules or policies will be subject to progressive disciplinary measures beginning with oral warning and corrective action ("first warning") followed by a written disciplinary notice ("second warning") and, in the case of egregious, willful, or repeat offenses, termination ("final warning"). Workers will be asked to review written fact statement in the event of termination.</p> <p>Regardless of whether or not the employer requires a background check as a condition of employment, the employer may terminate for cause, in accordance with applicable laws and regulations, any worker found during the period of employment to have a criminal conviction record or status as a registered sex offender that the employer reasonably believes will endanger the safety or welfare of other workers, company staff, customers, or the public at large.</p>			

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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

k. Job Offer Information 11

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties continued 1
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Allergies to ragweed, goldenrod, honeybees, insecticides, herbicides, fungicides, or related chemicals may affect a worker's ability to perform the job. Workers should be able to do the work required with or without reasonable accommodation. Qualified workers with disabilities should notify the employer of any accommodations needed to perform the job. Workers must be physically able to perform the work required, with or without reasonable accommodations. A worker is not eligible if the worker is unable to perform the job duties even with the requested accommodation, or if the employer is not reasonably able to accommodate (i.e., because doing so would cause undue hardship on business operations).</p> <p>Workers must be able to comprehend and follow instructions and communicate effectively to supervisor(s). Supervisor(s) will provide instructions and direction to workers. Workers are expected to perform basic duties in a timely and proficient manner without close supervision. Workers must obey all safety rules and basic instructions and be able to recognize, understand and comply with safety, pesticide warning/re-entry and other essential postings. Must commit to entire anticipated period of employment. Workers will be expected to perform any of the listed duties and work on any crop as assigned by the employer and/or worker's supervisor.</p> <p>The employer will advise foreign H-2A workers of responsibility to depart the U.S. upon separation of employment or completion of H-2A contract period, unless worker obtains a visa extension.</p> <p>Workers must perform work carefully and timely, in accordance with the supervisor's instruction. Workers may not sleep or loiter during work hours. Workers must be present, able, and willing to perform assigned duties every scheduled workday at the scheduled start time unless excused by the employer. Workers may not begin work prior to scheduled start time or continue working after stopping time. Excessive tardiness or absences will not be tolerated, and workers should report any absence prior to the scheduled start time. Employer may terminate any worker who abandons employment (five consecutive workdays of unexcused absences).</p> <p>The employer may discipline the worker, including a brief time out from work activities for a period determined by the supervisor, suspension from employment for a set period of days or termination of employment as described in company policies/work rules.</p> <p>Employer retains the right to discharge an obviously unqualified worker, malingering or recalcitrant worker who is physically able but does not demonstrate a willingness to perform the work necessary for the grower to grow a premium quality product, or for any other lawful reason.</p> <p>Employer may request, but not require, workers to work more than the stated daily hours and/or on the worker's Sabbath or a federal holiday. Worker must report to work at designated time and place each day. Daily or weekly schedule may vary due to weather, temperature, and other factors. Employer will notify workers of any change to start time. Workers will have an unpaid lunch break.</p>			

l. Job Offer Information 12

1. Section/Item Number *	A.8a	2. Name of Section or Category of Material Term or Condition *	Job Duties - Job Duties continued 2
<p>3. Details of Material Term or Condition (up to 3,500 characters) * Workers should expect occasional periods of little or no work throughout the season due to weather or other conditions outside the employer's control. Workers may be assigned a variety of duties on any given day and different tasks on different days. Non-U.S. workers may be displaced as a result of one or more U.S. workers becoming available for the job during the employer's recruitment period.</p> <p>The following minimum performance/work/housing requirements provide guidance regarding acceptable standards of conduct and general expectations and is not intended to be comprehensive. Other policies and/or disciplinary measures may apply at employer's discretion.</p> <p>Workers must always comply with local, state, and federal laws. Workers may not use or possess alcohol or illegal drugs during work time or during any workday before work is completed for the day. Workers may not report to work under the influence of illegal drugs or alcohol. Employer may terminate workers for excessive alcohol use or drunk/disorderly conduct in housing after hours. Workers may not use, possess, sell, or manufacture illegal drugs on any employer premises, including housing.</p> <p>Workers must always conduct themselves professionally. This includes no fighting, stealing, lying, harassment, or other actions that any reasonable person would deem unprofessional. Workers may not carry, possess, use, or threaten others with any dangerous or deadly weapon. This extends to displaying professional conduct when dealing with other employees, vendors, customers, or any persons related to the employer's operations.</p> <p>Workers may not deface, destroy, misuse, relocate without permission, operate without permission or willfully damage commodities, equipment, tools, machinery, housing, or other property associated with the employer or other workers. Workers must immediately report any such incident resulting in damage.</p> <p>Workers must adhere to standard safety practices such as wearing seat belts, taking appropriate water breaks as directed by a supervisor or company policy, wearing personal protective equipment appropriate for the tasks being performed, completing and obeying all employer-provided safety training, and reporting all injuries, accidents or safety concerns to the supervisor.</p> <p>Workers must keep work premises, vehicles, employer property, housing, living quarters, and common areas neat, clean, free of debris, and in good working condition. Workers living in employer-provided housing must follow standard housing practices such as but not limited to: ensure doors and windows are shut and locked when not present, adjust heat and air to conserve energy, keep doors and windows shut and secured during adverse weather, leave furniture (including beds) in designated arrangements unless permitted by the employer. Employer reserves the right to enter the housing to perform random inspections to ensure housing remains compliant. Workers should report any housing issues to the employer in a timely manner. No pets of any kind are permitted in employer-provided housing. Workers may not disrupt designated sleep/rest periods of other workers with excessive or unnecessary noise. Workers may not entertain guests on housing premises outside of posted hours.</p>			

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