

## AGREEMENT FOR FARM LABOR CONTRACTING SERVICES

\_\_\_\_\_ (Company) and \_\_\_\_\_  
(Contractor) make this Agreement at \_\_\_\_\_, California, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, with reference to these RECITALS:

- A. Company desires to use the services of Contractor on an independent contractor basis for the purpose of performing agricultural services, such as hoeing weeds, pruning trees or vines, and harvesting Company's products.
- B. Contractor warrants that Contractor is a farm labor contractor, duly registered and licensed as such under applicable laws with respect to all activities, such as the housing or transportation of Contractor's employees, for which Company may use Contractor under this Agreement, with true and correct copies of documents evidencing the same attached hereto as exhibits.

In consideration of their mutual obligations, Company and Contractor agree as follows:

### 1. DUTIES

(a) Contractor will perform for Company agricultural work consisting of the following: \_\_\_\_\_ . The work will be performed in accordance with generally recognized standards in the industry for such work and will start on or about \_\_\_\_\_, 20\_\_, and be completed on or about \_\_\_\_\_, 20\_\_.

(b) In connection with this Agreement, Contractor (check one)  will  will not provide housing to persons used to do that work. If Contractor will provide such housing, then Contractor represents that it is located at \_\_\_\_\_, California, that it complies with all applicable laws and standards for such housing, and that Contractor is duly authorized to provide it and has obtained all necessary permits and approvals to do so.

(c) In connection with this Agreement, Contractor (check one)  will  will not provide transportation to persons used to do that work. If Contractor will provide such transportation, then Contractor represents that each vehicle to be used for such transportation complies with all applicable laws and standards for such transportation, that Contractor is duly authorized to provide it and has obtained all necessary permits and approvals to do so, and that Contractor maintains a policy of insurance covering each vehicle meeting the legal requirements for insuring such vehicles for such transportation and the requirements in paragraph (a)(iii) and subsection (c) of section 7. The vehicle identification number of each such vehicle is: \_\_\_\_\_

\_\_\_\_\_ .  
The name, address, and telephone number of the insurance carrier providing that insurance are:

\_\_\_\_\_, and the policy number is \_\_\_\_\_.

## **2. COMPENSATION**

In consideration of the performance by Contractor of the work specified in section 1, Company will pay Contractor \_\_\_\_\_, plus a commission of \_\_\_\_\_ percent of the total amount due Contractor based on that rate. Contractor will invoice Company at that rate plus the commission for work performed. Company will pay Contractor within five business days after receipt of each invoice.

Contractor estimates that Contractor will employ \_\_\_\_\_ persons under this Agreement and that the total amount of wages to be paid under it is \$\_\_\_\_\_. Contractor will pay wages to Contractor's employees on each \_\_\_\_\_.

## **3. INDEPENDENT CONTRACTOR**

(a) Contractor is neither an agent nor employee of Company for any purpose but is an independent contractor for all purposes and in all situations in carrying out Contractor's duties under this Agreement. As such, Contractor has the right to control the activities and means by which Contractor's duties under this Agreement are carried out and the right to exercise independent judgment as to the time, place and manner of the work to be performed hereunder. Company is interested only in the results obtained under the Agreement.

(b) Contractor represents that Contractor is a farm labor contractor, duly registered and licensed as such under applicable federal and state laws, and operates an independently established business as such. Contractor will be free to contract for similar services to be performed for other individuals or entities while Contractor is under contract with Company, but only to the extent that such performance would not interfere with the performance of Contractor's duties hereunder.

(c) Contractor will adhere to all laws and ethical standards applicable to farm labor contractors and will perform Contractor's duties hereunder in a manner consistent with generally accepted procedures for Contractor's profession.

(d) No benefit provided by Company to its employees, such as workers' compensation insurance, state disability insurance, and unemployment insurance, are available from Company to Contractor or Contractor's employees.

(e) Contractor, at Contractor's expense, will furnish all materials and equipment which Contractor needs to perform Contractor's duties hereunder and will assume responsibility for all expenses incurred by Contractor in performing Contractor's duties hereunder, such as travel, office, insurance and other business expenses.

(f) Contractor will have full authority to employ qualified and competent persons in performing Contractor's duties under this Agreement and will be responsible for and in full control of such persons. Except as may be otherwise provided by law, persons hired by Contractor will be employees of Contractor alone and not employees of Company. Subject only to applicable law, Contractor will have sole and exclusive: control and supervision of such persons with respect to Contractor's employment of them; power to hire, fire, or otherwise affect their employment status or working conditions; power to determine their pay rates and the methods of paying wages; and responsibility for preparing payroll, paying wages, and complying

with all applicable employment laws, such as those pertaining to: employment taxes; workers' compensation and unemployment insurance; worker health and safety; maintaining payroll records; posting notices; disclosing information to workers; and verifying employment eligibility as required by law.

(g) Contractor estimates that, in addition to Contractor, other person(s) who are farm labor contractors will be used under this Agreement. The name, federal farm labor contractor registration number and California farm labor contractor license number and any local farm labor contractor license number of each such person are: \_\_\_\_\_

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#### **4. EMPLOYMENT RECORDS**

Contractor will be responsible for the creation and holding of all employment records and documents required by law, such as:

(a) Time and payroll records for all employees of Contractor performing labor for Company.

(b) All cancelled checks, reporting forms, or other appropriate proof that Contractor has forwarded to the appropriate governmental authorities all amounts payable to them with respect to Contractor's employees under laws pertaining to the following: unemployment insurance; state disability insurance; social security; and income-tax withholding.

(c) Cancelled paychecks or other appropriate proof that Contractor has paid Contractor's employees the wages due them.

(d) Current and valid certificates of registration and licenses issued by the appropriate governmental authorities for each type of farm labor contracting activity in which Contractor will be engaged in performing Contractor's duties hereunder.

(e) United States Customs and Immigration Service Form I-9 for all employees performing labor for Company.

Contractor will furnish to Company copies of the records and other documents listed above as required by law or upon Company's request. Contractor will also permit Company to inspect all records or documents listed above during normal business hours upon a three-day written request from Company.

#### **5. LABOR PAYMENT BOND**

Before performing any of Contractor's duties hereunder, Contractor will deliver to Company a Labor Payment Bond in a form and with a Surety acceptable to Company in an amount of at least \$50,000.

#### **6. INDEMNIFICATION**

Contractor will indemnify and hold harmless Company from and against all claims, demands, costs, liability, or damages, including reasonable attorney's fees, that Company may sustain

arising from the performance or nonperformance by Contractor of Contractor's duties hereunder or otherwise as may be required by law.

## 7. INSURANCE

(a) Contractor will purchase and maintain such insurance as will protect Contractor from claims set forth below which may arise out of or result from the performance of Contractor's duties under this Agreement, whether such performance be by Contractor or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- (i) Claims under workers' compensation, disability benefit and other similar employee benefit acts; the name, address, and telephone number of the insurance carrier providing that insurance are: \_\_\_\_\_,  
\_\_\_\_\_ and the policy number is \_\_\_\_\_.
- (ii) Claims for damages insured by usual comprehensive general liability coverage which are sustained (1) by any person as a result of an offence directly or indirectly related to the employment of such person by Contractor or (2) by any other person; and
- (iii) Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

(b) Contractor will purchase the insurance required in subsection (a) from a company acceptable to Company.

(c) The insurance required by paragraphs (ii) and (iii) of subsection (a) must name \_\_\_\_\_ as an additional insured and be in an amount of at least \$300,000 for injuries, including accidental death, to any one person and subject to the same limit for each person, and in an amount of at least \$500,000 on account of one occurrence, except that said insurance must be in an amount of at least \$100,000 per seat for any vehicle in which Contractor transports or causes to be transported any person in any situation in which the workers' compensation insurance required by paragraph (i) of subsection (a) would not apply. The property damage insurance required hereinabove must be in an amount of at least \$100,000.

(d) Certificates of Insurance evidencing the coverages required in this section must provide for at least 10 days' advance notice of cancellation to Company and be filed with Company promptly upon execution of this Agreement or, in the case of insurance applicable to employees of Contractor, before they start to perform any duty under this Agreement.

(e) If it is determined that Company must secure workers' compensation coverage for any employee of Contractor, then both Contractor and Company will be considered to have secured the payment of compensation within the meaning of Labor Code sections 3602, 3700 and 3706 by virtue of the obtaining by Contractor of the coverage required by paragraph (i) of subsection (a).

**8. ARBITRATION**

All disputes that may arise under this Agreement that the parties themselves cannot resolve will be submitted to and resolved in an arbitration proceeding held in accordance with the provisions of Title 9 of the California Code of Civil Procedure (section 1280 *et seq.*).

**9. NON-ASSIGNABILITY**

Contractor will not assign, transfer, or share this Agreement with any other person or entity without the prior written approval of Company.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate at the place and on the date first shown above.

**CONTRACTOR**

**COMPANY**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

IRS Employer ID No. \_\_\_\_\_

Federal FLC Registration No. \_\_\_\_\_

California FLC License No. \_\_\_\_\_

Local FLC License No. \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_