



EMPLOYER APPLICATION FOR TN VISA SERVICES

OVERVIEW

TN visa services coordinated by Agri-Placement Services, Inc. (APS), allows U.S. employers to employ agricultural industry professionals from Mexico. Eligible professions include a wide array of scientific, engineering and technical specialties. Specific examples in industries we serve are:

- Propagators or growers for nursery and greenhouse operations. Eligible occupations include horticulturalists and plant breeders.
- Professional support for fruit and vegetable growers. Eligible occupations include agricultural engineers, agriculturalists, biochemists, biologists, entomologists and soil scientists.
- Beekeepers. Eligible occupations include apiculturists.
- Herdsmen or veterinarians for dairy or livestock operations. Eligible occupations include animal breeders, animal scientists, and dairy scientists.

By comparison with other visa categories, obtaining employees with TN visas is relatively easy.

- There is no cap or other numerical limitation on the number of visas issued.
- The U.S. Department of Labor has no role. There is no labor certification process. The government does not dictate terms of employment.

Under the current U.S. Department of State reciprocity schedule (effective 2/22/2010), a TN visa is valid for only one (1) year but only needs to be renewed when the TN visa holder leaves the United States; however, work authorization and right to remain in the U.S. may be for a period of up to three (3) years initially and can be renewed for successive three (3) year periods indefinitely.

SERVICES

We assure that each TN visa holder works as intended by requiring that job offered is indeed professional in nature. The job offered can be tough and require long hours, **but must be appropriate for a professional with a bachelor's degree in the named specialty.** Working with our affiliates in Mexico, we ensure that:

- Motivated, qualified, individual applicants are matched with genuine professional opportunities.
- Employer has a choice of qualified applicants.
- Employer has documented agreement with selected applicant as to terms and conditions of employment.
- The State Department for documentation of both the applicants and the employers are met.

FEES

We have adopted a fee structure that is consistent with the objective of making professional matches that last. We charge a one-time, up-front cost of **\$7,000 per TN visa holder (\$3,500 is due upon application and \$3,500 is due upon visa issuance). The term of this Agreement is 90 days on employment from first employee's first date of employment. No refunds.** We are confident that employers will desire to renew these visas repeatedly year after year. From time to time there may be additional expenses to the employer and/or the TN visa holder each subsequent year of visa renewal in years two and three, where it is necessary for the TN visa holder must renew their visa, but only if the TN visa holder travels outside of the United States.

TIMING

We expect that a TN visa holder would be able to start work in 90 days or less from our receipt of the employer application and initial \$3,500 (additional \$3,500 is due upon visa issuance for a total of \$7,000). Reasonable expectations are as follows:

- First month: Documentation of exact employer requirement and terms and conditions of employment; initial solicitation and screening of applicants.
- Second month: Final screening of applicants and employer selection.
- Third month: Documentation of applicant and employment opportunity for visa issuance by consulate.

APPLICATION PROCESS

Please note the following:

- This application must be filled out completely. Failure to do so will delay the application process. If a question is inapplicable, indicate by "N/A".
- Agri-Placement Services, Inc. (APS), regards all the information you provide as strictly confidential, to be used only for providing you with TN visa services, which include filing necessary documentation with federal agencies.

EMPLOYER SPECIFICATIONS

General Company Information

Complete Company Name: _____ Taxpayer FEIN: _____
Doing Business As/Trade Name (if different from above): _____
Type of entity (e.g., corporation, partnership, etc.): _____
Where and when incorporated or established (state and year): State: _____ Year: _____
Workers' Compensation Insurance Carrier: _____, Policy #: _____
Expiration Date*: _____, Contact Person Name & Phone: _____
*In the event of a lapse in coverage for any reason, employer will not hold APS liable in any way.

Company Owner Information

Name of Company Owner or President: _____
Website Address: _____ E-mail: _____
Mailing Address: _____ City, State & Zip: _____
Street Address: _____ City, State & Zip: _____
Main Office Phone & Cell: _____ Main Office Fax: _____

Primary Contact Information (person responsible for the TN Visa application process)

Name: _____ Title: _____
Main Phone & Cell: _____ E-mail: _____

Have you previously participated in the TN visa program? ☐ Yes ☐ No

JOB SPECIFICATIONS

If you anticipate hiring TN visa holder(s) for more than one job category, occupation or profession, please duplicate pages 3 and 4, being sure to provide separate information for each job category, occupation or profession. If you need more space, clearly label and attach a separate sheet of paper.

Please provide a brief summary of your business operations including the numbers of employees, animals, and locations.

Please indicate job title or name you want to call the job for which you anticipate hiring TN visa holder(s). _____

Please describe this job. _____

How many TN visa holder(s) do you plan on hiring for this job? _____

What date would you like the TN visa holder(s) to start working? _____

Do you want the TN visa holder(s) to be available for continuous employment or would a specific employment period be preferable? Check one of two boxes: ☐ Continuous with annual renewals ☐ Specific ending date

What work schedule should your TN visa holder(s) expect during the time of employment?

Mon - Fri Start time: _____ Finish time: _____ Anticipated total hours per week: _____

Is Saturday work required? ☐ YES ☐ NO

How often do you pay your TN visa holder(s)?

☐ Weekly ☐ Bi-weekly (once every two weeks) ☐ Other (please specify) _____

If you pay weekly or bi-weekly, which day of the week is payday? _____

What is the minimum starting amount you would expect to offer TN visa holder(s) with a bachelor's degree in an appropriate discipline for the job duties described above? Please specify the amount and whether it is per hour, per week, or per month. _____

Do you intend to offer or assist TN visa holder(s) in securing housing or other boarding facilities upon arrival? ☐ YES ☐ NO If yes, please describe the housing (e.g., furnished apartments, rental home, mobile home, etc.). If housing has not yet been determined, please indicate "TBD."

If known, please provide estimated housing costs per TN visa holder(s) per week:

Rent per TN visa holder(s) per week: _____

Basic utilities for which TN visa holder(s) will be responsible and which are not included in rent:

Total rent and utilities per TN visa holder(s) per week: _____

Please provide three references. One of the three must be either your veterinarian or breeder:

1. Name: _____ Relationship: _____ Phone: _____

2. Name: _____ Relationship: _____ Phone: _____

3. Name: _____ Relationship: _____ Phone: _____

Other information that we should be aware of that could help us identify prospective candidates? _____

The information provided herein is true and correct to the best of my knowledge.

Signature: _____ Title: _____ Date: _____

APPLICATION SUBMISSION

Please note that your completed application package to APS must include the following:

- **All pages of completed, signed and dated originals of the Employer Application for TN Visa Services**
- **All pages of completed, signed and dated original of the TN Visa Agency and Indemnity Agreement**
- **A check for \$3,500** as specified (additional check for \$3,500 is due upon visa issuance for a total of \$7,000 per TN visa holder)
- **Letter proving legitimacy of your business** (such as a financial statement or Certificate of Existence from the Department of the Secretary of State from the state where your business is registered). Letter may be mailed to the APS address below along with other application materials, faxed to 802-329-2217, or emailed to contact@agri-placement.com.

Submit the above items, as well as any other requested or applicable documents, to the following address:

Agri-Placement Services, Inc.
P.O. Box 195
Vergennes, VT 05491

TN VISA AGENCY AND INDEMNITY AGREEMENT

THIS TN VISA AGENCY AND INDEMNITY AGREEMENT (the "Agreement") is entered into by and between Agri-Placement Services, Inc. ("APS"), a New York Corporation, and _____ ("Client"), an employer having its principal place of business in the state of _____.

WHEREAS, APS provides professional services intended to assist employers in obtaining bilingual professional employees eligible for TN visas; WHEREAS, Client requests such services as APS provides; WHEREAS, Client has agreed to retain APS's services and APS has agreed to provide its services for the purposes and upon the terms and conditions herein set out.

NOW, THEREFORE, in consideration of the mutual promises and premises herein contained and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

Independence

Client and APS each understand and agree that each is independently engaged in the operation of its own business, that neither shall be considered to be the agent, master or servant of the other for any purpose except as set forth in this agreement, and that neither has any authority to enter into any contract, assume any obligations or to otherwise make any warranties or representations on behalf of the other, except as otherwise expressly provided herein. It is the intention of Client and APS in performing services hereunder that APS be an independent contractor and this agreement shall be construed in light of this intention. In no event shall APS be deemed to be an employer of any workers obtained by or for Client. Furthermore, while APS may assist Client in placing help wanted ads and other recruiting activities, APS will not make hiring decision on behalf of client. Hiring decisions are the exclusive right and responsibility of Client.

Agency

Client agrees to hire APS and APS consents to be hired by Client to provide services to Client as set forth in the TN VISA AGENCY AND INDEMNITY AGREEMENT signed by Client and incorporated herein by reference. Client hereby irrevocably makes, constitutes and appoints APS as its lawful agent to perform, carry out or confirm on Client's behalf all such acts, deeds and services as may be necessary to accomplish the foregoing.

Term

This Agreement shall commence upon its execution by both APS and Client and shall apply to arrangements made for one or more TN visa holders for employment as specified in TN VISA AGENCY AND INDEMNITY AGREEMENT signed by Client and incorporated herein by reference.

Compensation to APS

Fee: One-Time TN Visa Employee Placement Fee: \$7,000 per TN visa holder (\$3,500 due upon application and \$3,500 due upon visa issuance) and the term of this Agreement shall be 90 days on employment from first employee's first date of employment. No refunds.

Duties

Client agrees to comply in a timely manner with all requests made by APS as reasonably necessary for the provision of its services to Client hereunder. Further, Client agrees that any and all information furnished to APS will be truthful. Further, Client agrees to familiarize itself with the terms and conditions of employment stated by APS on Client's behalf in its labor certification application and in its written disclosure to prospective workers and to comply with those terms and conditions. Further, Client agrees to familiarize itself with all obligations imposed on it as an employer of U.S. and/or foreign labor under any and all applicable state and federal law and regulations and with such reasonable policies as APS may require and to comply with those obligations and policies.

Representations

Client and APS each represents and warrants that it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and that this Agreement constitutes a valid and legally binding obligation, enforceable in accordance with its terms and conditions. Client and APS each further represents and warrants that neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency or court to which it is subject.

Indemnity

To the fullest extent permitted by law, Client expressly agrees to defend (at the Client's expense and with counsel retained by or agreed to by APS for such purpose in APS's sole discretion), indemnify, and hold harmless APS, its affiliates, and their respective officers, members, partners, directors, managers, shareholders, owners, employees, agents, successors, assigns and their respective clients from and against any and all claims, losses, damages liabilities, fines, penalties and expenses of any kind whatsoever, including without limitation arbitration or court costs and attorneys' fees, such legal expenses to include costs incurred in enforcing or effectuating the obligations agreed to in this Section, arising on account of or in connection with any claims, demands, causes of action, suits, investigations, audits, or proceedings (made, filed or threatened) against the Client or APS by any person or entity not a party to this Agreement and which relate to, or arise out of, APS, its affiliates, and their respective officers, members, partners, directors, managers, shareholders, owners, employees, agents, successors, assigns and other clients, harmless from and against any and all claims, damages, liability or losses, fines, penalties and expenses of any kind, including attorneys' fees and, arising

or resulting from Client's breach of any of its representations, warranties, covenants and agreements contained in this Agreement.

Survival of Obligations

Client and APS each understand and agree that this Agreement shall be valid for, and legally binding on, its respective successors and assigns. Client and APS agree that obligations pursuant to paragraphs titled "COMPENSATION TO APS", "DUTIES" "REPRESENTATIONS" and "INDEMNITY" above shall survive the expiration of this Agreement.

Governing Law and Jurisdiction

This agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its choice of law rules.

Pronouns & Plurals

All pronouns and variations thereof shall deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the person or persons, entity or entities, may require.

Entire Agreement

This Agreement contains all the terms and conditions agreed upon by the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties.

Binding Effect

This Agreement shall be binding on the parties and their respective heirs, successors, and assigns, except that Client may not assign its duties hereunder without APS's express written permission.

Amendment & Waiver

No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by both of the parties hereto. No waiver by APS of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Severability

Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or jurisdiction.

IN WITNESS WHEREOF, the parties have signed this Agreement this _____ day of _____, 20__.

Client: _____

Agency: Agri-Placement Services, Inc.

Printed Name: _____ Title: _____

Printed Name: _____ Title: _____

Signature: _____

Signature: _____