

## **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: \$5,000 per TN visa holder (\$2,500 due upon application and \$2,500 due upon visa issuance) and the term of this Agreement shall be 90 days on employment from first employee's first date of employment with no break in employment longer than 30 days. Guarantee allows for one TN replacement, if needed. Additional fees for optional premium processing for expedited service or I-129 filing fee for stateside transfer or change in U.S. employer are due upon receipt of invoices. 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 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 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 Client Name: \_\_\_\_\_ (MM/DD/YYYY) TN Visa Application - Page 5 of 6 Rev 02/13/2024

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: \_\_\_\_\_