



# EMPLOYER MEMBERSHIP AGREEMENT

2901 Bucks Bayou Road  
Bay City, TX 77414  
979-245-7577  
www.fewaglobal.org

## 1. ASSOCIATION'S DUTIES:

- A. Provide information and assistance related to applying for and participating in federal guest worker programs. Extra fees may apply if multiple filings are required.
- B. Provide information and assistance related to applying for extensions of stay or change of employer.\*
- C. Provide information and assistance related to tracking and follow up with all governmental agencies.
- D. Provide the FEWA Members-Only Guide Book.
- E. Provide a Bilingual staff.
- F. Provide information and assistance related to consular scheduling and processing in Mexico and Central America.\*
- G. Provide legislative updates.
- H. Provide information regarding guest worker programs and other non-immigrant and immigrant matters.
- I. Provide the opportunity to attend educational conferences and seminars.\*
- J. Provide the opportunity to network and share ideas with hundreds of companies with similar objectives and concerns.
- K. Provide access to other programs such as scholarships and relief programs to assist worker and employer members.
- L. Include all overnight carrier services between FEWA and governmental agencies.  
(\*additional fees may apply)

## 2. MEMBER'S DUTIES:

- A. Maintain strict compliance with all laws and regulations pertaining to employment, immigration, and business operations prescribed by federal, state and municipal governments;
- B. Be an Equal Opportunity Employer that values and promotes cultural diversity in the workplace; make only accurate and truthful representations about the nature and scope of your business operations and requirements to Association and all applicable state and federal agencies;
- C. Refrain from engaging in any conduct which is inconsistent with, incompatible with, or contrary to the policies or services of FEWA;
- D. Refrain from all improper or offensive business conduct, including discrimination against or disparagement of any person or group on the basis of race, color, religion, national origin, age, or sex;
- E. Publicly support FEWA and its efforts to improve public understanding and recognition of labor shortage concerns and immigration issues confronted by its members.

**3. EMPLOYER MEMBERSHIP DUES:** Membership dues for Employer Members are \$4,000.00.

**4. WORKER MEMBERSHIP DUES:** Migrant workers must apply for membership with FEWA. Membership dues for workers are \$85.00-\$135.00 and are to be paid solely by Employer. COST OF VISA AND/OR VISA APPLICATION AND TRAVEL EXPENSES ARE NOT INCLUDED IN MEMBERSHIP DUES. Worker membership dues will be required to be forwarded to our office in Bay City, Texas by Member upon receipt of invoice. Workers shall not receive any membership benefits from Association until worker membership dues have been paid.

**5. MEMBER SERVICES:** Member services will be provided at the discretion of the Association and are based upon availability of such services as indicated by the Association.

**6. ASSOCIATION REFUND POLICY:** Payment of membership dues is not contingent upon receiving certification from the DOL or approval from the USCIS. Annual membership dues are NON-REFUNDABLE.

**7. DELAYS IN PROCESSING & DENIALS** (Federal Programs): The Association cannot control or guarantee the issuing of a Labor Certification by the United States Department of Labor (USDOL) or Approval by the United States Citizenship and Immigration Service (USCIS). The Association is not responsible and cannot be held liable for denials or delays in any application process to the USDOL, Department of State (DOS), or the USCIS. Association cannot be held liable for any actions taken by the USDOL, DOS or USCIS resulting from applications or supporting documentation submitted to said agencies, including actions affecting any visa or immigration status currently held by, or applied for on behalf of, the migrant worker.

**8. MEMBER'S EXPENSES:** All government form fees, premium processing fees, advertising expenses, appointment scheduling fees, and worker membership dues are the sole responsibility of the Member and are NOT included in the Member's annual membership dues. Appointment scheduling fees are currently \$26/worker. Advertising costs vary and are determined by the newspaper. Further, the Association is not responsible for member expenses related to a worker's visa application or his/her travel to and from the United States. Listed below are the government filing fees you may incur (these are subject to change and will be requested at a later date):

### USDOL

\$100 per application plus \$10 per worker – not to exceed \$1000

### USCIS

Filing Fee	\$320
Additional Country/Duplicate Approval Fee	\$340

**9. USE OF INFORMATION:** FEWA staff members are not attorneys and do not give legal advice. Association does provide general information about laws governing immigration to Members. Although we go to great lengths to make sure our information is accurate and useful, we recommend you consult a lawyer if you want professional assurance that our information, and your interpretation of it, is appropriate to your particular situation. In no event, shall information provided by Association be construed as Association making legal or management decisions for Member.

**10. INDEPENDENT CONTRACTOR RELATIONSHIP:** This Agreement is intended to establish an independent contractor relationship between Member and Association and all of its terms shall be interpreted in light of that intention.

**11. TERM OF AGREEMENT:** This Agreement shall be for a period of one (1) year, commencing on the date of this Agreement, subject, however, to prior termination as hereinafter provided.

**12. HOLD HARMLESS:** Member shall hold Association and Association's officers, directors, employees, agents, lawyers and successors in interest harmless:

- from any damages or claims of damages and any costs, including attorney fees, arising from any claim by anyone in respect to any act or omission of Alien employee of the Member.
- from any damages or claims of damages and any costs, including attorney fees, arising from any claim by anyone in respect to any information provided by the member used in any government dealings or forms.
- from any damages or claims of damage and any cost, including attorney's fees, arising from any claim by anyone in respect to any act or omission, in connection with any information or services performed by Association under this Agreement.

**13. TERMINATION:** Member or Association may terminate this agreement without cause by giving written notice to the other party.

**14. WAIVER:** The failure of either party to exercise any power given to it hereunder, or to insist upon strict compliance by the other party with any obligation or condition hereunder, or any waiver of any breach of any provision, or any custom or practice of the parties at variance with the terms of this Agreement, shall not constitute a waiver of future enforcement of that provision nor a waiver of the right to demand exact compliance with all terms of this Agreement.

**15. ASSIGNMENT:** This Agreement may not be transferred or assigned by Member or Association, voluntarily or by operation of law. Any attempted transfer or assignment shall be void and a material breach of this Agreement.

**16. MODIFICATION:** This Agreement can be changed or modified only in writing and if consented to and executed by all the parties hereto.

**17. SEVERABILITY:** In the event that any part of this Agreement is determined to be invalid or unenforceable, the remaining portions of the Agreement shall continue in full force and effect. If any provision of this Agreement is found to be invalid because it is unreasonably restrictive, the parties agree that such lesser restriction which is valid shall be substituted for the invalid provision.

**18. ENTIRE MEMBERSHIP AGREEMENT:** This document contains the entire Agreement between the parties concerning the subject matter hereof, and no representations, inducements, promises or agreements, oral or otherwise, between the parties with reference thereto and not embodied in this document shall not be of any force or effect.

**19. LEGAL COUNSEL:** All parties to this Agreement represent that they have had adequate opportunity to consult with counsel selected by each of them regarding the negotiations and execution of this Agreement, or have waived the benefit of such counsel.

**20. GOVERNING LAW:** This membership agreement shall be construed in accordance with, and be governed by, the laws of the State of Texas. Any legal action commenced by Member or Association against the other shall be brought in Matagorda County in the State of Texas in which Association has its principal place of business.

**21. NOTICES:** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given within seventy-two (72) hours after mailing; if mailed to the party to whom

notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed to each party at the address given in writing, or to such changed address as such party may have fixed by written notice in the same manner as notice is to be given.

**22. COUNTERPARTS:** This Agreement may be simultaneously executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

**23. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on, and shall inure to the benefit of, the parties to it, and their respective heirs, legal representatives, successors and assigns.

**24. CAPTIONS, HEADINGS AND PARAGRAPH TITLES:** All captions, headings, and paragraph titles of this Agreement are for convenience only and not to be otherwise used for interpretation or defining any of the provisions hereof.

**25. EFFECTIVE DATE:** This Agreement shall become binding and effective upon the execution by the respective parties hereto.

**26. INTERPRETATION:** None of the parties shall be entitled to any favorable construction of any provision of this Agreement because the Agreement was drafted by any party or the attorney for any party.

**27. COSTS:** If any legal action, arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

**28. CORPORATE AUTHORITY:** The execution and delivery of this Agreement by Member and Association, and the performance of its covenants and obligations under it, shall be duly authorized by all the necessary corporate action, and Association shall receive copies of all resolutions pertaining to that authorization.

**29. COOPERATION:** The parties agree to execute and deliver such documents and instruments, whether expressly provided for herein or not, as may be necessary or appropriate to effectuate any of the provision of this Agreement.

**THIS AGREEMENT** is made and entered into this day

between \_\_\_\_\_

\_\_\_\_\_  
("Member"), and Federation of Employers and Workers of America, a non-profit association ("Association").

**WHEREAS**, The Association was formed, in part, to provide services and information to its members related to temporary labor management and promoting cultural diversity in the workplace.

**WHEREAS**, the parties desire to set forth in this Agreement the terms and conditions under which they will operate.

***By signing below, FEWA Employer Member clearly reads, acknowledges, and understands FEWA'S policies and agreement in its entirety.***

Employer Member/Company:

\_\_\_\_\_  
By:

\_\_\_\_\_  
Title of Authorized Representative of Employer/Company:

\_\_\_\_\_  
Date:

\_\_\_\_\_