



Ameritrex Service Participant Terms & Conditions

Please read this document carefully, and make sure that you understand it before you sign it. If you have any questions please call or email your local Ameritrex Partner.

By signing this document you are agreeing to the following terms and conditions:

You certify that:

- I. You have read the job description carefully for Official Ameritrex Job Description Job Number _____, understand it, and are willing to work in the job specified in it.
- II. The information provided on your application is complete and accurate.
- III. You are between the ages of 18 and 40 years old at the time of application.
- IV. You speak, read and understand English at the level indicated in your application.

You agree that:

- I. Upon arrival in the United States you will check-in with your employer immediately.
- II. You will report to the employer who accepted you, in the position specified in the job description.
- III. You are physically capable of performing the tasks required as outlined in your job description.
- IV. You cannot change positions or employers while on the program.
- V. While in the United States you must obey all Federal, State, and local laws and the rules of the employer. Failure to do so may result in your dismissal from the program and you will have to leave the United States immediately.

You understand that:

- I. Acceptance by your employer and a job offer are necessary to be granted your H2-B visa but do not guarantee your job will exist during the entire time period specified. Employer needs change according to the current economic climate and you may be laid-off at any time.
- II. If you are dismissed from your job by your employer, are laid-off, or quit your job, you will be out of status with your H2-B visa and have to leave the United States immediately.
- III. Even if you are granted your H2-B visa you may be denied entrance into the United States by an Immigration and Naturalization Service Officer.
- IV. You must bring enough money to cover your food, housing, and other personal expenses. This is a minimum of \$500. Ameritrex and the employer are under no obligation to loan money to you.
- V. You are responsible to make your own travel and housing arrangements, unless otherwise specified, and must give your travel and housing arrangements to your local representative at least two weeks prior to arrival in the United States.
- VI. If you change your address while in the U.S., you must notify your employer and the Immigration and Naturalization service within three days. Failure to do so may result in your imprisonment and deportation.

- VII. An H2-B visa is rarely extended. If you do not extend you must return home at the end of the job assignment as designated on your H2-B visa. Failure to do so may result in fines, imprisonment and/or disbarment from re-entering the United States.
- VIII. As an H2-B worker, you are subject to the U.S. Criminal Justice system. Failure to obey laws may result in criminal prosecution, fines, jail sentences, or other penalties. Ameritrex will not assist you under these circumstances.
- IX. Your employer, not Ameritrex, is your official sponsor under the H2-B program. Ameritrex matches international workers recruited through overseas partners with employers in the United States for seasonal or temporary employment using the H2-B visa; it does not employ you, pay you a salary, make your travel arrangements or guarantee you a job.

Refunds & Cancellations:

You understand that:

- I. In the case of visa denial, Ameritrex and its designated Partner, will refund your total program fee. Required documents to receive your refund are: Completed Ameritrex invoice (receipt of payment), Full copy of passport ID page, plus any stamps from Embassy and/or letters from Embassy confirming denial. Ameritrex and its designated partner must receive official notice stating your visa was denied in order to process the refund.
- II. Refunds are paid to you within 30 days of providing proof of visa denial. Refunds are paid by U.S. Check from Ameritrex.
- III. No refunds are paid after your H2-B visa is issued.
- IV. In the event that you cancel prior to receiving your visa you are entitled to a full refund of your program fee. Refunds are paid to you within 30 days of cancellation. Refunds are paid by U.S. Check from Ameritrex.

Arbitration and venue:

- ***I certify that the information I have given in the application form completed by me is accurate and true.***
- ***This agreement shall be deemed to have been made in the State of Georgia, USA and its validity, construction, breach, performance and interpretation shall be governed by the laws of the State of Georgia, USA. The parties to the Agreement acknowledge and agree that any dispute or claim arising out of this Agreement, any resulting or related transaction, or the relationship of the parties, shall be decided by neutral, exclusive and binding arbitration in Atlanta, Georgia, USA. The arbitration shall be conducted before an agency agreed upon both parties. Either party may appear telephonically at the arbitration hearing. The award of the arbitrator may be enforced in any court of competent jurisdiction of the federal or state court(s) of Atlanta, Georgia, USA. In any action, including arbitration, brought for breach of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs, including but not limited to the costs of arbitration.***
- ***I have read this entire agreement carefully, and I have had the opportunity to ask questions, obtain advice as to it's meaning, and I understand it.***
- ***I am capable of reading and understanding this agreement in English.***
- ***I do not rely on any promises, statements, or representations that are not expressly stated in this Agreement.***
- ***I agree to abide by the terms and conditions of these Terms & Conditions.***

Signed: _____ Date: _____

Print name: _____