



**Experienced Associates, LLC  
Immigration Services Agreement**

This IMMIGRATION SERVICES AGREEMENT (“Agreement”) by and between Experienced Associates, LLC, a Wisconsin limited liability company organized and existing under the laws of the State of Wisconsin, with its principal office located at 312 Pine Street, Green Bay, WI 54301 (“EA”) and \_\_\_\_\_ (“Driver Associate”) each a “Party” and collectively the “Parties”, is dated this \_\_\_ day of \_\_\_\_\_, 202\_\_ (the “Effective Date”).

**RECITALS**

WHEREAS, EA is in the business of consulting and facilitating immigration and relocation services in the United States;

WHEREAS, Driver Associate has been offered a conditional offer of employment with an Employer within the United States (“US Employer”), attached hereto as Exhibit A, on condition that Driver Associate obtains Permanent Resident immigration status (“Green Card”); and

WHEREAS, Driver Associate has hired EA to facilitate Driver Associate’s immigration and relocation to the United States upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

**SECTION ONE. ENGAGEMENT**

- A. **Services.** EA shall provide the following Services for the Driver Associate (collectively, the “Services”):
- (1) Advise the Driver Associate with respect to United States immigration law.
  - (2) Liaise between the US Employer, the United States Department of Homeland Security, the United States National Visa Center, and the United States Consulate in the Driver Associate’s home country.
  - (3) Prepare all forms and submissions as required and appropriate for the Driver Associate obtaining a US Green Card and pay all applicable government fees.
  - (4) Coordinate a medical examination for the Driver Associate as required by the US Consulate.
  - (5) Apprise Driver Associate on the progress of his/her application.
  - (6) Provide relocation support to help Driver Associate transition from Driver Associate’s home country to the United States.
  - (7) Supply a one-way plane ticket (economy class) for the Driver Associate from his/her home country to the United States (airline and schedule at the sole discretion of EA).
  - (8) Provide access to online education materials for the purpose of U.S. Commercial Driver License test training.
- B. **Fees.** In full consideration for the performance of the Services provided hereunder, and for any rights granted or relinquished by EA, the Driver Associate shall pay EA according to the following schedule:
- (1) **“Program Fee”:** A non-refundable periodic Program Fee of \$130.00 US Dollars payable every WEEK starting on the Driver Associate Start Date and ending after a total of 78 payments have been made in full. The Success fee shall be paid directly from each weekly payroll payment made from US Employer to Driver Associate. Driver Associate may not pre-pay or accelerate payments of the Program Fee.

OPTIONAL – Immigration Services for Additional Family Members

(2)“**Family Member Fee**”: For **each** Family Member seeking to obtain Permanent Resident immigration status, EA shall provide all Services as listed above (except transportation to the United States). For the purposes herein, the term “**Family Member**” shall mean only Driver Associate’s spouse and children under 21 years of age. As consideration, Driver Associate shall pay the following fees to EA, for each applicable Family Member:

- a. A non-refundable one-time fee of \$ 900.00 US Dollars payable upon notification of Driver Associate’s Permanent Labor Certification approved from the Department of Labor.

ITEMIZATION OF FEES (assuming weekly payroll)	
Success Fee (Deducted from Payroll Each Pay Period)	\$ <u>N/A</u>
Program Fee (Deducted from Payroll Each Pay Period)	\$ <u>130.00</u>
<b>Total Amount to be Deducted from Payroll Each Pay Period</b>	<b>\$ <u>130.00</u></b>
Payroll Frequency	<u>weekly</u>
Total Number of Payroll Deductions to be Made	<u>78</u>
Total Amount to be Deducted from Payroll (in aggregate)	\$ <u>10,140.00</u>

**C. Additional Fee Terms.**

(1) **Fee Adjustment: All fees herein are based on current government immigration fees and costs as of the date of this Agreement (including, but not limited to the Immigrant Petition Fee for Alien Worker, Immigrant Visa Application Processing Fee and USCIS Immigrant Fee). Driver Associate acknowledges that government immigration fees and costs are subject to change without notice. EA may increase its fees to match increases in government immigration fees and costs that can legally be charged to the Driver Associate. Driver Associate shall pay such increase within thirty (30) days of written notice from EA.**

- (2) All payments shall be made to Experienced Associates, LLC, at 2325 Pamperin Rd, Green Bay, WI 54301 or its assignee, via weekly payroll deduction unless otherwise directed by EA in writing to Driver Associate.
- (3) For any payments made by Driver Associate to EA more than ten (10) days past the applicable due date, Driver Associate shall be charged a 10% late fee or \$10.00, whichever is less. Failure to pay such payments more than thirty (30) days past the applicable due date shall be considered a material default and EA may terminate this Agreement immediately. In such event, if EA assigns this contract to a collection agency, Driver Associate agrees to pay an additional 18% of the unpaid balance as the reasonable costs of collection and liquidated damages.

To ensure remittance of the Success Fee and the Family Member Fee, if applicable, Driver Associate shall cause payments to be deducted automatically from paychecks from US Employer to Driver Associate and shall execute the Payroll Deduction form, attached hereto as Exhibit B.

- (4) The cost of the medical examinations required by the US Consulate, Vaccinations needed (if any), Passport fees, Housing, Meals, Travel Costs (other than set forth in Section 1(A)(7)) or any other fee or cost not described in Section One is not included in our fee and shall be paid directly by the Driver Associate.

**D. Term and Termination.**

- (1) The term of this Agreement shall be for three (3) months after the Driver Associate’s receives legal permanent residence (the “**Term**”).
- (2) This Agreement shall automatically terminate without cause at the expiration of the Term.
- (3) This Agreement shall terminate without cause if the Driver Associate’s Green Card application is denied for any reason by the US government.
- (4) Driver Associate may terminate this Agreement without cause within five (5) days of the Effective Date by proving written notice to EA.
- (5) EA may terminate this Agreement:
  - a. without cause in the sole discretion of EA;
  - b. without cause if the Driver Associate dies;
  - c. without cause if the Driver Associate becomes Permanently Disabled. For purposes of this Agreement,

"Permanent Disability" is defined as the inability of the Driver Associate to perform her material duties hereunder due to a physical or

mental injury, infirmity or incapacity for one hundred eighty (180) days (including weekends and holidays) in any three hundred sixty-five (365) day period, with or without reasonable accommodations as defined (and if required) by applicable state and federal disability laws. The existence or nonexistence of a Permanent Disability shall be determined by an independent physician selected by EA and reasonably acceptable to the Driver Associate;

- d. for cause, which for purposes of this Agreement shall mean Driver Associate (A) has engaged in negligent or willful misconduct in the performance of the duties required hereunder, (B) has been convicted of a misdemeanor involving moral turpitude or convicted of a felony; (C) has materially failed without proper legal reason to perform the duties and responsibilities required hereunder or in employment agreement with US Employer (continuing three business days after receipt of written notice of need to cure); (D) has breached any material written company policy established by EA or US Employer that Driver Associate is or should have been aware of; (F) has engaged in conduct that Driver Associate knows or should know is materially injurious to EA or the US Employer; (G) has breached any provision of this Agreement which, if correctable, remains uncorrected for three (3) business days following written notice to Driver Associate by EA of such breach; (H) has misrepresented his/her work experience or qualifications on EA or US Employer's application materials; (I) has not obtained a U.S. Commercial Drivers License Class A within sixty (60) days of arriving to the US; (J) does not commence work on Employment Start Date, unless otherwise directed by EA or US Employer; or **(K) Driver Associate's employment with US Employer has been terminated for any reason voluntarily or involuntarily by Driver Associate or US Employer; provided however**, EA reserves the right to pursue placing Driver Associate with another US Employer wherein Driver Associate shall fulfill its obligations and pay unpaid portions of the Success Fee and Family member Fee (if applicable) under the Agreement to EA with new US Employer.

(6) Consequences of Termination.

- a. **If this Agreement is terminated for cause, the unpaid portion of the Success Fee and Family Member Fee (if applicable) shall accelerate and become immediately due; provided however, if Driver Associate is placed by EA with another US Employer, as outlined in Section 1(D)(5)(d)(K), Driver Associate shall fulfill its obligations under the Agreement with the new US Employer.**

## SECTION TWO. CONFIDENTIALITY AND NONDISCLOSURE

- A. Driver Associate recognizes that EA has and will have business affairs, products, future plans, trade secrets, customer lists, and other vital information (collectively "Confidential Information") that are valuable assets of EA. Driver Associate agrees that he or she shall not at any time or in any manner, either directly or indirectly, divulge, disclose, or communicate in any manner any Confidential Information to any third party without the prior written consent of EA. Driver Associate will protect the Confidential Information and treat it as strictly confidential.

## SECTION THREE. PERFORMANCE AND INDEMNIFICATION

- A. Driver Associate understands that if Driver Associate fails to perform as specified in this Agreement, Driver Associate may be subject to legal action by EA.
- B. Driver Associate shall indemnify EA from and against any loss, damage, or injury EA shall suffer as a result of any breach of this Agreement by Driver Associate. Such all-encompassing indemnity shall include, but not be limited to, losses, damages, injury, or liability that EA may suffer as a result of Driver Associate's breach, in any way, of this Agreement. Such damages and injuries that may be awarded to EA against Driver Associate shall be deemed to include all actual, general, special, and consequential damages awarded to EA, its agents or assigns, against any party who benefits in any way from Driver Associate's breach of this Agreement, as well as any attorney's fees, costs of suits, costs of arbitration, or costs of appeal which may be awarded in any litigation or arbitration instituted by or against EA to recover monetary compensation for such loss, damage, or injury or to obtain injunctive relief from Driver Associate's failure to perform as specified in this Agreement.

## SECTION FOUR. RELATIONSHIP OF PARTIES

- A. The relationship of the Parties is that of independent contractors. Nothing contained in this Agreement and no action by either Party shall be deemed to constitute any Party or any Party's employees or agents to be an employee or agent of the other Party or shall be deemed to create any partnership, joint venture, association, or syndicate among or between any of the Parties, or shall be deemed to confer on any Party any express or implied right, power, or authority to enter into any agreement or commitment, express or implied, or to incur any obligation or liability on behalf of, the other Party.

- B. Driver Associate is not to be considered an agent or employee of EA for any purpose and will not be entitled to any of the benefits EA provides for its employees.
- C. Driver Associate hereby authorizes and gives irrevocable consent to EA to forward any necessary information provided by Driver Associate to any governmental body or any official thereof, if required, as part of or in any way related to his/her application for a Green Card.
- D. Driver Associate understands and acknowledges that the immigration process, timing, and issuance of Green Cards and immigration benefits are controlled solely by the US government. EA and its executives will use their knowledge and expertise to obtain the results desired by Driver Associate, but EA makes no representations or warranties concerning the immigration process or success in obtaining a Green Card for the Driver Associate. Driver Associate hereby releases EA from any claims or liabilities related to a Green Card application rejection by the US government.

**SECTION FIVE. GENERAL**

- A. Driver Associate understands that this Agreement shall be effective when executed by both EA and Driver Associate and that the terms of this Agreement shall remain in full force and effect both during the continuation of the engagement and after expiration or termination of the engagement for any reason whatsoever.
- B. Driver Associate is responsible for any tax liabilities that may be related to any refund of the Success Fee. Consult a tax advisor for more information.
- C. This Agreement constitutes the sole and entire agreement between EA and the Driver Associate and supersedes any and all prior verbal or written understandings or agreements concerning the subject matter contained herein.
- D. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- E. Each and all of the provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
- F. This Agreement shall be construed according to the laws of the State of Wisconsin, exclusive of Wisconsin's conflict of laws provisions. Any controversies or claims arising out of or relating to this Agreement or to Driver Associate's engagement with EA shall be brought exclusively in the United States District Court for the Eastern District of Wisconsin or in any court of the State of Wisconsin sitting in Green Bay and County of Brown.
- G. EA may assign its rights or obligations hereunder without the prior written consent of the Driver Associate. No assignment shall relieve the assigning Party of any of its obligations hereunder.
- H. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party hereto. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- I. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

In witness of the above, each Party to this agreement has caused it to be executed on the date indicated below.

**EXPERIENCED ASSOCIATES, LLC**

**DRIVER ASSOCIATE**

By: \_\_\_\_\_ (Signature)  
 Printed Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

By: \_\_\_\_\_ (Signature)  
 Printed Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

**EXHIBIT A  
OFFER OF EMPLOYMENT**

**EXHIBIT B**  
**VOLUNTARY PAYROLL DEDUCTION AUTHORIZATION FORM**

<b>Date:</b>	
<b>Payroll Deduction Effective Date:</b>	Employment Start Date with US Employer
<b>Payroll Frequency:</b>	Weekly
<b>Driver Associate Name:</b>	
<b>US Employer:</b>	

Deduction Type	Number of Payroll Deductions:	Total Amount to be Deducted From Payroll Each Pay Period
Experienced Associates Fees Immigration Services Agreement	<u>78</u>	\$ <u>130.00</u>

I, hereby authorize US Employer to make the above deductions from my wages in accordance with the above terms. I authorize US Employer to forward such funds to Experienced Associates, LLC on my behalf. I understand that I am solely responsible for satisfying the above listed amount. I further agree that in the event my employment shall terminate, either voluntary or involuntarily, prior to the full repayment of the total amount set forth above, US Employer may withhold the remaining amount owed from my final pay, except to the extent prohibited by federal or state minimum wage law. I represent that this authorization is executed voluntarily and has not been made as a condition of employment.

**DRIVER ASSOCIATE**

By: \_\_\_\_\_ (Signature)

Printed Name: \_\_\_\_\_

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