

Employment After Repeated and Flagrant Violations:

**AGREEMENT
between
[Employing Firm]
and the
DIRECTOR, FRUIT AND VEGETABLE DIVISION
AGRICULTURAL MARKETING SERVICE**

This agreement is made and entered into this _____ day of _____, 19__ , by and between [Employing Firm], [City, State], hereinafter called the "Licensee", and the Director, Fruit and Vegetable Division, Agricultural Marketing Service, United States Department of Agriculture, Washington, D.C., hereinafter called the "Associate Deputy Administrator."

WHEREAS, the Licensee desires to employ [Restricted Individual's Name]; and

WHEREAS, the Perishable Agricultural Commodities Act, 1930, as amended, hereinafter called the "Act", provides that no licensee shall employ, in any capacity, any person who is or has been responsibly connected with any person whose license has been revoked. However, the Secretary may approve such employment after 1 year following the revocation providing that the employing licensee furnishes and maintains a surety bond in form and amount satisfactory to the Secretary as assurance that the licensee will conduct business in accordance with the Act and will pay all reparation awards, subject to its right of appeal under Section 7(c), which may be issued against it in connection with transactions occurring within 4 years following the approval of employment; and

WHEREAS, [Restricted Individual's Name] was [Individual's Affiliation] in [Violator Firm's Name] [City, State of Violator Firm], whose license was revoked.

WHEREAS, the Licensee has agreed and does hereby agree to comply and abide by the terms of the said Perishable Agricultural Commodities Act, 1930, as amended, and the regulations issued pursuant thereto, and to furnish, in lieu of a surety bond and in accordance with Section 46.5 of the Regulations, promulgated under the PACA, a certified or cashier's check in the amount of \$_____, payable to the United States Department of Agriculture, which sum shall be available for the payment of any and all reparation orders issued under the PACA against said Licensee in connection with transactions occurring within 4 years following the approval of employment of aforementioned employee, subject to its right of appeal under Section 7(c) of the Act, if said Licensee does not itself pay such awards; and

WHEREAS, the Director has agreed, and does hereby agree, to accept said sum of \$_____ to be used for the purposes described or, in the event not needed for such purposes, to return the same or such unused portion as may exist, to said Licensee;

NOW, THEREFORE, the parties mutually agree as follows:

1. Licensee has been issued, and now has a valid license under the PACA which is subject to renewal on or before [License Anniversary Date]; and
2. Licensee has tendered to the Associate Deputy Administrator a cashier's check in the amount of \$ _____, payable to the United States Department of Agriculture, the receipt of which hereby is acknowledged; and
3. Said sum of \$ _____ is posted as surety that Licensee shall faithfully perform all of its obligations as a licensee under the Perishable Agricultural Commodities Act, 1930, as amended, and the regulations thereunder, and that said Licensee will pay all reparation orders which may be issued against it in connection with transactions occurring within 4 years following the approval of employment of the aforementioned employee; and
4. In the event said Licensee fails to pay any reparation order, or appeal the award within the time prescribed, then the Associate Deputy Administrator is authorized to pay out of the money deposited by Licensee, to the person to whom such award is issued, the full amount of the award to the extent permitted by the funds available in the hands of the Associate Deputy Administrator; and if two or more reparation orders exceed that sum, such sum shall be prorated among such reparation award holders; and
5. The \$ _____ surety deposit of the Licensee will be deposited by the Associate Deputy Administrator into an official special deposit account of the United States Treasury and no interest is to accrue or to be paid to the Licensee; and
6. If there are no complaints pending against the licensee at the expiration of 4 years and 9 months following the approval of employment, or 9 months following the termination of the aforementioned individual's employment, all or any part of the \$ _____ deposit not disbursed in accordance with the terms of this agreement shall be returned to the Licensee. In no event shall any part of said sum be paid to Licensee so long as any such complaint is pending or any such award is unpaid.
7. Licensee shall be allowed to substitute a bond in the amount of \$ _____ under the same conditions and terms as set forth hereinabove, and upon such substitution, the Associate Deputy Administrator shall return the \$ _____ cash to Licensee.

(sign) _____
(corporate officer) _____
(name & title) _____

Associate Deputy Administrator
Fruit and Vegetable Division
Agricultural Marketing Service

Employment After Non-payment of a Reparation Award:

**AGREEMENT
between
[Employing Firm]
and the
DIRECTOR, FRUIT AND VEGETABLE DIVISION
AGRICULTURAL MARKETING SERVICE**

This agreement is made and entered into this _____ day of _____, 20__ , by and between [Employing Firm], [City, State], hereinafter called the "Licensee", and the Associate Deputy Administrator, Fruit and Vegetable Division, Agricultural Marketing Service, United States Department of Agriculture, Washington, D.C., hereinafter called the "Associate Deputy Administrator".

WHEREAS, the Licensee desires to employ [Restricted Individual's Name]; and

WHEREAS, the Perishable Agricultural Commodities Act, 1930, as amended, hereinafter called the "PACA", provides that no Licensee shall employ, in any capacity, any person who was an officer, director, or holder of more than 10 percent of the stock of a firm against whom there is an unpaid reparation award issued within 2 years, subject to its right of appeal under Section 7(c) of the PACA; except with the approval of the Secretary. The Secretary may approve such employment providing that the employing Licensee furnishes and maintains a surety bond in form and amount satisfactory to the Secretary as assurance that the Licensee will pay all reparation awards, subject to its right of appeal under Section 7(c), which may be issued against it in connection with transactions occurring within 4 years following the approval of employment; and

WHEREAS, [Restricted Individual's Name] was [Individual's Affiliation] in [Violator Firm's Name] [City, State of Violator Firm], which which has failed to pay a reparation order issued under the PACA; and

WHEREAS, the Licensee has agreed and does hereby agree to comply and abide by the terms of the said Perishable Agricultural Commodities Act, 1930, as amended, and the regulations issued pursuant thereto, and to furnish, in lieu of a surety bond and in accordance with Section 46.5 of the Regulations, promulgated under the PACA, a certified or cashier's check in the amount of \$ _____, payable to the United States Department of Agriculture, which sum shall be available for the payment of any and all reparation orders issued under the PACA against said Licensee in connection with transactions occurring within 4 years following the approval of employment of aforementioned employee, subject to its right of appeal under Section 7(c) of the Act, if said Licensee does not itself pay such awards; and

WHEREAS, the Associate Deputy Administrator has agreed, and does hereby agree, to accept said sum of \$ _____ to be used for the purposes described or, in the event not needed for such purposes, to return the same or such unused portion as may exist, to said Licensee;

NOW, THEREFORE, the parties mutually agree as follows:

1. Licensee has been issued, and now has a valid license under the PACA which is subject to renewal on or before [License Anniversary Date]; and
2. Licensee has tendered to the Associate Deputy Administrator a cashier's check in the amount of \$ _____, payable to the United States Department of Agriculture, the receipt of which hereby is acknowledged; and
3. Said sum of \$ _____ is posted as surety that Licensee shall faithfully perform all of its obligations as a licensee under the Perishable Agricultural Commodities Act, 1930, as amended, and the regulations thereunder, and that said Licensee will pay all reparation orders which may be issued against it in connection with transactions occurring within 4 years following the approval of employment of the aforementioned employee; and
4. In the event said Licensee fails to pay any reparation order, or appeal the award within the time prescribed, then the Associate Deputy Administrator is authorized to pay out of the money deposited by Licensee, to the person to whom such award is issued, the full amount of the award to the extent permitted by the funds available in the hands of the Associate Deputy Administrator; and if two or more reparation orders exceed that sum, such sum shall be prorated among such reparation award holders; and
5. The \$ _____ surety deposit of the Licensee will be deposited by the Associate Deputy Administrator into an official special deposit account of the United States Treasury and no interest is to accrue or to be paid to the Licensee; and
6. If there are no complaints pending against the licensee at the expiration of 4 years and 9 months following the approval of employment, or 9 months following the termination of the aforementioned individual's employment, all or any part of the \$ _____ deposit not disbursed in accordance with the terms of this agreement shall be returned to the Licensee. In no event shall any part of said sum be paid to Licensee so long as any such complaint is pending or any such award is unpaid.
7. Licensee shall be allowed to substitute a bond in the amount of \$ _____ under the same conditions and terms as set forth hereinabove, and upon such substitution, the Associate Deputy Administrator shall return the \$ _____ cash to Licensee.

(sign) _____
(corporate officer) _____
(name & title) _____

Associate Deputy Administrator
Fruit and Vegetable Division
Agricultural Marketing Service