



Applicant Agreement

THIS EMPLOYEE PLACEMENT AGREEMENT (the "Agreement") is made and entered into as of the date of the last signature below ("Effective Date") by and between American Immigration Visa Kits, Inc. dba eb3.work a New York corporation with offices located at 1850 Amsterdam Ave., New York, NY 10031, (hereinafter: "eb3.work") and: **(Your First Name, Your Last Name)** ("Candidate") an individual residing at: (Your Complete Address), (Your Email)

Position you applied for: **Position you applied for**

eb3.work and Candidate are referred to collectively as "the Parties."

The Parties agree to the terms and conditions set forth in this agreement:

eb3.work is a consulting firm that works with various employers to locate candidates to perform work.

It is agreed by the parties to this agreement that eb3.work will assist Candidate with finding an Employer that will sponsor Candidate for U.S. lawful permanent resident status.

That Employer will file a PERM ETA-9089 labor certification application and a USCIS Form I-140 immigrant visa petition. Candidate understands that given the evolving nature of immigration, Employer abilities, economic circumstances, among other issues, that the Employer who will employ Candidate is subject to change.

As soon as eligible, Candidate will apply for U.S. permanent residence through an application for permanent residence at a U.S. Embassy or Consulate, or through Adjustment of Status.

eb3.work will facilitate and coordinate the placement of candidate with Employer, coordinate employer's offer of employment, and will further coordinate candidate's U.S. immigration process through legal counsel chosen by the Employer.

eb3.work will recommend said legal counsel to the Employer.

eb3.work agrees to provide the following services:

1. Conduct an initial interview to ensure Candidate understands the job duties, wages and location of job being offered by Employer.
2. Coordinate all communication with Candidate and will keep Candidate informed regarding the immigration process, including assisting in communications regarding the PERM, I-140 and immigrant visa processes.
3. Assist Candidate in obtaining the necessary documents and translations for USCIS filings.
4. Advise and update Candidate on the status of their applications.
5. Will coordinate the Candidate's orientation and onboarding with employer upon issuance of the EB-3 visa.
6. Provide Welcome Services upon arrival to the U.S. Will assist in finding housing, transportation and other services to help the Candidate settle into their new community.



After Employer accepts Candidate and agrees to PERM sponsorship, Employer will undertake the PERM process in its entirety without payment of any fees by Candidate.

Candidate understands that Employer's Sponsorship is for the Job at the Location and that Candidate has a good faith obligation to perform that Job to the best of his or her abilities.

Candidate agrees to perform work for employer for a period of no less than 12 months of full-time employment under this agreement, beginning as soon as Candidate arrives to the U.S. with an approved permanent residence from the U.S. Embassy or Consulate, or via Adjustment of Status.

The qualifying one-year employment period under this agreement shall begin on the day when Candidate commences full-time employment with Employer. Employer intends to employ Candidate on a full-time indefinite, at-will employment basis, and hopes that the employment relationship with Candidate will be beneficial and long-lasting for both parties.

Candidate understands that the approval of any immigration petition or application involves a discretionary decision on the part of the U.S. Government, and further understands that laws, fees, and eligibility requirements are subject to change.

Candidate understands that those factors could result in a delay or denial of an immigrant visa petition or application for permanent residence despite the goodfaith efforts of Employer and eb3.work and such governmental action may prevent Employer from proceeding with an immigrant petition once work has begun.

Candidate understands that should they terminate their employment before Candidate completes the full 12-month term that this may jeopardize their ability to retain their permanent residence or apply for U.S. citizenship.

Candidate understands that in the event that an I-140 petition is denied due to an issue that is unrelated to the Candidate's ineligibility for the requested benefit, eb3.work will utilize its best efforts to place Candidate at the same or different job, and at its discretion will file one additional Labor Certification and I-140 petition.

Candidate understands that the Employer may operate as a 7-day-a-week business and cannot fulfill requests for schedule changes or shift and / or location preferences, or other requests that may be deemed to represent an undue burden on their business or otherwise not in keeping with their general employment practices.

Candidate agrees that s/he is willing and able to work any day or night including weekends and shift work, reasonably in keeping with the employers needs and practices.

The Candidate agrees to the fees in Appendix A of this agreement

Candidate understands that this agreement shall be governed by and enforced in accordance with the laws of New York.

Candidate has read this agreement and fully understands and will abide by the contents of this agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Applicant:

Your First name, Your Last name

Email: (Your Email)

Address: (Your Complete Address)

Signature

Date:

**American Immigration Visa Kits, Inc. dba
eb3.work:**

John Dorer

Email: johnd@eb3.work

**Address: 1850 Amsterdam Ave., New York, NY
10031**

Signature:

Date:



Appendix A:

Candidate agrees to pay American Immigration Visa Kits, Inc. dba eb3.work the fees below.

Candidate understands that refunds are offered only on a limited case-by-case basis.

Candidate understands that if the PERM ETA 9089 petition is denied by the DOL, eb3.work will refile the PERM ETA 9089 petition with the same or different employer.

Candidate understands that if the I-140 petition is denied by USCIS due to an employer issue, candidate has the option to file a PERM ETA 9089 petition with a different employer. In this case candidates only additional fee will be the I-140 USCIS Fee(s).

Candidate understands that they may cancel this agreement by sending an email to johnd@eb3.work AND by sending a certified letter to the address below. Candidate will then not be responsible for unpaid fees but will not be eligible for a refund for fees already paid, unless they are USCIS filing fees prior to USCIS filing.

None of the fee is paid to the sponsor and no benefit is granted to the sponsor at anytime during the process. We do not charge a recruitment fee.

Green Card Processing Fee: \$13,500. Includes all immigration attorney fees and USCIS filing fees. Payment is to be made in 5 installments.

- **The first installment is \$2,000 and is due after you receive your signed job offer letter with the employer.**
- **The second installment is \$2,500 and is due after your PERM ETA 9089 petition is filed with the DOL.**
- **The third installment is \$3,200 and is due after your PERM ETA 9089 petition is approved by the DOL.**
- **The fourth installment is \$2,500 and is due prior to your I-140 filing with USCIS.**
- **The fifth installment is \$3,300 and is due prior to your DS-260 or Adjustment of Status filing.**

Fees for Dependent Family Members:

Dependent Family Members include Spouse and Children under 21.

If outside the U.S. (DS-260 Consular Filing): \$1,500 per dependent family member.

If inside the U.S. (Adjustment of Status): \$2,225 per dependent family member.

If government filing fees change at any time, then American Immigration Visa Kits, Inc. dba eb3.work reserves the right to hold Candidate responsible for payment of any additional charges. All dependent fees will be handled between the applicant and the law firm.

Candidate understands that all fees paid to American Immigration Visa Kits, Inc. dba eb3.work will be deemed to have been earned and will not be refunded irrespective of any event including but not limited to denial due to Candidate's legal disqualification or ineligibility, Candidate's failure to fulfill the terms of the agreement, or



Candidate's failure to perform work for the Employer for the full 12-month term.

Applicant:

Your First name, Your Last name

Email: (Your Email)

Address: (Your Complete Address)

Signature

**American Immigration Visa Kits, Inc. dba
eb3.work:**

John Dorer

Email: johnd@eb3.work

**Address: 1850 Amsterdam Ave., New York, NY
10031**

Signature:

Date:

Date: