ADDENDUM

______________ (“Grower”) and ______________ (“Contractor”) (collectively referred to as the “Parties”), in further consideration for the agricultural services being offered by Contractor to Grower for the 2020-2021 season, hereby enter into this written addendum (“Addendum”) to both the Agricultural Services Agreement (“Services Agreement”) dated __________, 2020. The Parties hereby agree that the Services Agreement is modified as follows:

1. Contractor acknowledges that the COVID-19 health pandemic has impacted the rural communities where it operates and has the potential for significantly impacting its current and future business operations, including but not limited to the services it has committed to undertake for Grower as described in the Services Agreement.

2. To avoid the negative impact of the COVID-19 health pandemic on its own operations and to help ensure its ability to timely deliver its commitments as set forth in its Services Agreement with Grower, Contractor attest through its representative’s signature below that it has reviewed the U.S. Department of Labor (“DOL”) and Centers for Disease Control and Prevention’s Joint Interim Guidance to Agriculture Workers and Employers dated June 11, 2020, (https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-agricultural-workers.html), and will continue to monitor these agencies’ websites for any future revisions to this guidance. While providing services to the Grower and where to the extent feasible, Contractor agrees that it will implement recommended protocols and guidance from the Centers for Disease Control and Prevention (“CDC”) and/or Florida Department of Health to the fullest extent possible to help minimize the spread of COVID-19.

3. During the term of its Services Agreement, Contractor further agrees that it will train its year-round employees and seasonal workers on best practices to minimize the spread of COVID-19, including a review of its social distancing recommendations, the avoidance of unnecessary physical contact, the use and importance of good hygiene (including but not limited to regular hand washing and the avoidance of touching one’s eyes, nose and/or mouth with unwashed hands) and other recommended protocols and practices to deter the spread of infection.
4. During the term of its Services Agreement, Contractor further agrees that it will monitor its employees for symptoms of COVID-19 (as listed by the CDC and/or the Florida Department of Health), and will take all and appropriate reasonable steps to isolate and quarantine any employees who report a fever greater than 100.4°F or other COVID-19 symptoms, consistent with CDC and/or Florida Department of Health guidelines.

5. As part of new hire orientation of my seasonal workers, Contractor further agrees to require all employees to undertake training on its COVID-19 health policies and procedures, and will have all employees execute a form confirming their attendance at the training, familiarity with the COVID-19 health policies and procedures, and their commitments to cooperate with providing prompt notification to Contractor in the event that they experience high fever or listed COVID-19 health symptoms.

For CONTRACTOR

__________________________________________  By:
Date                                                                 [Name of Contractor’s Authorized Representative]

For GROWER

__________________________________________  By:
Date                                                                 [Name and Title of Grower Representative]