

**IDAHO CERTIFIED SEED POTATO CONTRACT**

**Contract #**

This is a legal CONTRACT FOR SALE for Present or Future Sales between;

**SELLER'S BUSINESS NAME** Address City State Zip

**BUYER'S BUSINESS NAME** Address City State Zip

Who hereby agrees to accept and pay for, in full, the hereinafter described SEED POTATOES (either crops, farm products or goods) in accordance with, and subject to ALL the terms and conditions of the CONTRACT FOR SALE and PACA regulations as follows:

<b>1. SEED STATE OF ORIGIN</b>	<b>2. POTATO VARIETY OR #</b>	<b>3. SEED CLASS/GENERATION</b>	<b>4. TAG COLOR</b>
IDAHO			
<b>5. OTHER REQUIREMENTS</b>		<b>6. MINIMUM TUBER SIZE</b>	<b>7. MAXIMUM TUBER SIZE</b>
		<b>8. BAG SIZE OR BULK</b>	<b>9. QUANTITY OF CWT. (+ or - 5%)</b>
		BULK	
<b>10. RB ACCUMULATIVE GRI</b>	<b>11. GRI FACTOR</b>	<b>12. GRI SEED PRICE PER CWT</b>	<b>13. GRI COST</b>
		TBD	
<b>14. PVP (if applicable)</b>	<b>15. PVP RATE</b>	<b>16. PVP CHG PER CWT.</b>	<b>17. PVP COST</b>
<b>18. OTHER TERMS</b>	<b>19. SEED SELLER'S CROP YR</b>	<b>20. SEED BUYER'S CROP YEAR</b>	<b>21. TOTAL CONTRACT PRICE</b>
See Item # 33			
	<b>22. 1<sup>ST</sup> DOWN PAYMENT PER CWT</b>	<b>23. 1<sup>ST</sup> DOWN PAYMENT DATE DUE</b>	<b>24. AMT. OF 1<sup>ST</sup>. DOWN PAYMENT</b>
	<b>25. 2<sup>ND</sup> DOWN PAYMENT PER CWT</b>	<b>26. 2<sup>ND</sup> DOWN PAYMENT DATE DUE</b>	<b>27. AMT. OF 2<sup>ND</sup>. DOWN PAYMENT</b>
<b>28. SHIPPING POINT</b>	<b>29. FINAL PAYMENT</b>	<b>30. 30 DAYS AFTER GRI END DATE</b>	<b>31. APPROX. BALANCE DUE/CREDIT</b>
GROWER'S STORAGE	TBD	TBD	TBD

**SELLER SIGNATURE**

**BUYER SIGNATURE**

\_\_\_\_\_

\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Company Name, if applicable \_\_\_\_\_

Will this seed be recertified? No  Yes  Initials \_\_\_\_\_ **COUNTY(S) SEED WILL BE PLANTED IN** \_\_\_\_\_

**32. TERMS OF PAYMENT:**

Notice is hereby given pursuant to the **PACA TRUST PROVISIONS** our payment terms are NET THIRTY DAYS (30) FROM DATE OF SHIPMENT UNLESS OTHERWISE SPECIFIED. Interest will accrue at a rate of 1.5% per month on any past due balances as well as the cost of collection, including attorney's fees, as additional sums owed in connection with the transactions, in the event collection action becomes necessary. Unpaid balances are subject to crop lien.

**33. ACCUMULATIVE GRI DETERMINATION:**

The seller's price, FOB seller's storage, shall be computed using the Bruce Huffaker GRI found at [www.unitedseedpotato.com/seedgripage.shtml](http://www.unitedseedpotato.com/seedgripage.shtml) and averaged between the dates \_\_\_\_\_ and \_\_\_\_\_ each crop year.

**Determination and Price Computation:**

The parties hereto agree that the Accumulative GRI will then be multiplied by the factor of \_\_\_\_\_ for the total price to be paid to the seller with a minimum Accumulative GRI price of \$ 5.00 and a maximum Accumulative GRI price of \$ \_\_\_\_\_.

**This is a 2 year Evergreen contract, beginning the signed year. As one year expires, another year is added to the contract, unless canceled in writing by either party by December 1. If cancelled by either party, the parties are obligated for the crop year following the cancellation only.**

**34. FARMING:**

All potatoes herein contracted to be sold shall be grown by Seller at his expense, plant potato seed stock that meets the Idaho Crop Improvement Association standard for the classification of seed potatoes herein sold.

**35. CERTIFICATION:**

All seed potatoes herein contracted to be purchased by Buyers, shall be inspected and certified by the Federal-State Inspection Service at the shipping point, in accordance with the Idaho Crop Improvement Association specifications in effect at the date of this contract and from time to time amended during the life of this contract. The size and grade determinations shall be included in the inspection certificates for each lot shipped and a copy of said certificate shall be provided both the Buyer and Seller.

**36. DELIVERY\TRANSFER OF OWNERSHIP:**

Buyer shall have the right to take delivery from Seller's storage at any reasonable time. Buyer's election: all loading costs shall be paid by Seller, while all cost of transporting the seed potatoes from Seller's storage to buyers premises shall be born solely by the Buyer; provided, however, that Seller shall have the right to reject any carrier that does not meet and satisfy minimum sanitation requirements which could jeopardize the certification of said potatoes. Title to the potatoes herein contracted shall remain with Seller until said potatoes are loaded on Buyer's carrier. The risk of loss or damage to potatoes remains with the Seller so long as title thereto is with Seller.

**37. PRORATE PRODUCTION:**

If Seller shall have contracted with two or more certified seed buyers, and shall not from circumstances beyond his control be able to fulfill said contracts, Buyer hereby agrees that the total production of certified seed potatoes of said Seller shall be pro-rated between or among said respective Certified Seed Potato Contract Buyers in the proportion that the total CWT. purchased by each Buyer shall bear to the aggregate CWT. purchased under all their contracts.

**38. WARRANTY:**

Due to the fact that SEED POTATOES are a perishable vegetative tuber-seeds; unstable under certain conditions; easily contaminated or damaged through handling, shipment, storage, cutting, treating or planting, devitalized or weakened by mishandling or planting during unfavorable temperature or moisture conditions. And because the handling, use, sanitation, cropping, germination, quality after shipping, and physical possession of the seeds are far beyond the control of the producer, Seller, shipper or regulatory inspectors, including the Federal-State Inspection Service, State Seed Certification Agency, State Department of Agriculture, the following EXCLUDED AND LIMITED WARRANTIES ARE OFFERED FOR THE SEED POTATOES SOLD BY THIS AGREEMENT:

- a.) Seller, and the producer warrant that the SEED POTATOES sold and are to be shipped by this agreement conforms to the label description as required by the Seed State of Origin and Federal Seed Laws, and will conform to the requirement specified in this agreement. Parties acknowledge, while seed purchased may be certified seed and meet the requirements for certification through the state certifying agency or agent; certification is not a guarantee the seed is free of diseases or other defects, only that the seed has met requirements for certification under the rules of the certifying agent or agency.
- b.) ALL SEED POTATOES SOLD "AS IS". SELLER, AND THE PRODUCER MAKE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM ANY LATENT POTATO DISEASE, VIRUS OR DISORDER OF ANY NATURE, OR OTHERWISE, AND IN ANY EVENT LIABILITY FOR BREACH OF ANY WARRANTY OR CONTRCT WITH RESPECT TO SUCH SEEDS IS LIMITED TO THE ACUTAL PURCHASE PRICE OF SUCH SEEDS.

**39. LIMITATION OF CONSEQUENTIAL DAMAGES AND REMEDIES:**

1. The Seller or producer shall not be liable, except to fully refund any money received as partial or full payment for said seed potatoes, for failure to perform or deliver pursuant to this agreement when such failure is caused by: (1) crop rejection or disqualification by an official seed potato certification agency whatever the cause; (2) shipping transportation related stoppages, damages, strikes, accidents, fires, theft, or failure to perform per contract-of-haul; (3) acts of God or natural disasters, floods, frost, hail, disease, insects, or fires exclusively relating to the said seed potatoes as crops, farm products in storage, or goods.

2. Any damages arising out of this contract shall be limited in all events to the return of the actual purchase price paid on that portion of the seed potatoes on which a complaint may arise. Seller or producer shall not be liable for prospective profits or special, indirect, or consequential damages. The return of the actual purchase price is the exclusive and sole remedy available to the buyer or user of these seed potatoes. Under the seed law of some states, arbitration is required as a precondition to maintaining certain legal actions, counterclaims, or defenses against a seller of seed. The buyer must file a complaint along with a filing fee with the state department of agriculture or other agency within such time as to permit inspection of certain crops and notify Seller of complaint by certified mail. Parties to this action acknowledge the requirement of notice of arbitration should such action be necessary with respect to the purchase of these seed potatoes.

**40. SEVERABILITY AGREEMENT:**

If a part of this contract is found invalid by a court of law, all valid parts that are severable from the invalid parts remain in effect. If a part of this contract is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.