

Contract # _____



Idaho Certified Seed Potato Contract

This is a legal CONTRACT FOR SALE for a Present or Future Sale between:

who has the legal authority to sell or offer to sell the hereinafter described SEED POTATOES (either crops, farm products or goods), and agrees to sell subject to the specific terms and conditions of this CONTRACT FOR SALE, which shall be null and void unless signed by both parties hereto and returned to the original issuer WITHIN FIFTEEN (15) DAYS AFTER THE DATE ISSUED BELOW, and the BUYER:

Buyer's Business Name _____ Address _____ City _____ State _____ ZipCode _____
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 as follows:

1. Seed State of Origin Idaho		2. POTATO VARIETY OR #		3. SEED CLASS/GENERATION	
4. TAG COLOR		5. OTHER REQUIREMENTS		6. MINIMUM TUBER SIZE	
7. MAXIMUM TUBER SIZE		8. BAG SIZE OR BULK		9. APPROX QUANTITY OF CWT	
10. PRICE Per CWT		11. TOTAL PURCHASE PRICE		12. PACKING	
13. PACKING CHARGE PER CWT		14. TOTAL PACKING		15. PVP	
16. PVP RATE		17. PVP CHARGE Per CWT		18. PVP Charge	
19. FREIGHT TERMS		20. FREIGHT CHARGE PER CWT		21. FREIGHT CHARGE	
22. OTHER TERMS		23. SEED GROWER'S CROP YR		SEED BUYER'S CROP YR	
24. TOTAL CONTRACT PRICE		1ST DOWN PAYMENT PER CWT		1ST DUE DATE	
1ST DOWN PAYMENT		2ND DOWN PAYMENT PER CWT		2ND DUE DATE	
2ND DOWN PAYMENT		25. SHIPPING POINT		26. DELIVERY POINT	
27. APPROX. SHIPPING DATE		APPROX. BALANCE DUE			

Seller acknowledges he has read this agreement and accepts its terms and conditions, including all information in Nos. 01-31.

Buyer acknowledges he has read this agreement and accepts its terms and conditions, including all information in Nos. 01-31.

Seller's
Signature: _____

Buyer's
Signature: _____

Date Issued: _____

Company Name, if purchasing on behalf of a corporation _____

Will this seed be certified? Yes / No Initials _____

In Duplicate Original

30. TERMS OF PAYMENT:

Full payment is due within TWENTY FIVE (25) DAYS after the day on which the SEED POTATOES are accepted at delivery by the receiver with respect to each shipment, or as otherwise agreed heretofore:

Amounts unpaid after the due date will be subject to a finance charge of 18% (eighteen percent) per annum until paid in full.

31. ADDITIONAL OPTIONS AND PROVISIONS:

32. FARMING:

Seed Grower shall at his expense, plant potato seed stock that meets the Idaho Crop Improvement Association standard for the classification of seed potatoes herein sold.

33. 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/Seed Grower. In the event this volume of said potatoes is to be used for recertification \$2.00 per cwt will be added to the price per cwt.

34. DELIVERY/TRANSFER OF OWNERSHIP:

Buyer shall have the right to take delivery from seed grower's storage at any reasonable time. Buyer's election: all loading costs shall be paid by Seed Grower, while all cost of transporting the seed potatoes from Seed Grower's storage to buyer's premises shall be born solely by the Buyer; provided, however, that Seed Grower 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 in Seed Grower until said potatoes are loaded on Buyer's carrier. The risk of loss or damage to potatoes remains with the Seed Grower so long as title thereto is in Seed Grower.

35. PRORATE PRODUCTION:

If Seed Grower using this same contract, 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 Seed Grower 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.

36. 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, seed grower, 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.) Seed grower, 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". SEED GROWER, 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 CONTRACT WITH RESPECT TO SUCH SEEDS IS LIMITED TO THE ACUTAL PURCHASE PRICE OF SUCH SEEDS.

37. LIMITATION OF CONSEQUENTIAL DAMAGES AND REMEDIES:

1. THE SEED GROWER 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. SEED GROWER OR PRODUCER SHALL NOT BE LIABLE FOR PROSPECTIVE PROFITS OR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES. THE RETURN OF THE ACUTAL 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 SEED GROWER 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.

38. 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.

39. P.A.C.A. TERMS OF SALE (Specify): See P.A.C. Regulation Sec. 46-43