



UTAH CROP IMPROVEMENT ASSOCIATION
 UTAH STATE UNIVERSITY, 4855 Old Main Hill, Logan UT 84322-4855

**APPLICATION AND AGREEMENT FOR CERTIFICATION
 FOR ANNUAL CROPS AND SEEDLING PERENNIAL CROPS**

CROP: _____

OFFICE USE:
 Date Rec'd: _____
 Fees Pd: _____
 Cert #: _____

GROWER: _____
 MAILING ADDRESS: _____

 PHONE: _____
 EMAIL: _____

CONTRACTOR: _____
 MAILING ADDRESS: _____

 PHONE: _____
 EMAIL: _____

		SOURCE OF PLANTING SEED							LAND HISTORY				SEED PRODUCED
COUNTY WHERE FIELD RESIDES	<u>CROP/VARIETY</u>	ACRES IN FIELD	#LBS/ACRE	DATE PLANTED	CLASS	CERT #	LOT #	STATE	LAST YEAR	2 YRS AGO	3 YRS AGO	FIELD ID NAME OR NUMBER	CLASS
CHECK YOUR APPLICATION FOR ACCURACY AND COMPLETENESS. INCOMPLETE APPLICATIONS WILL BE RETURNED. Please attach payment of applicable fees, a tag for each lot as well as a map with field(s) marked or drawn in. Mail to address above or email to ucia@usu.edu. PLEASE READ THE TERMS OF AGREEMENT ON THE FOLLOWING PAGE.												APPLICATION FEE	
Signature: _____ Date: _____												Acres	
I hereby apply for certification for the above field(s) and for membership in the Utah Crop Improvement Association. I agree to pay certification fees and abide by all of the regulations governing certification in Utah (summary available upon request).												Fee/Acre (see Fee Schedule)	
Will this seed be used for OECD seed schemes certification? Yes <input type="radio"/> No <input type="radio"/>												Application Fee (see Fee Schedule)	
A late fee of \$100 will be assessed to applications that are postmarked or received after deadlines. Applications received more than 15 days after due date, in addition to the \$100 late fee will be assessed an inspection fee of twice the normal inspection fee. For crops planted after the due date, the application must be submitted within two weeks after planting.												Late Fee (see Fee Schedule)	
												TOTAL DUE:	

TERMS AND CONDITIONS OF AGREEMENT FOR CERTIFICATION:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the undersigned applicant and the Utah Crop Improvement Association.

1. The applicant agrees that the seed represented on the official tag or proof of planting stock attached hereto will be the seed actually planted and grown for certification by the applicant
2. The applicant acknowledges that he/she has read and understands the Utah Rules of Certification and agrees to comply with said rules in growing said seed.
3. The applicant and the UCIA agree that the submission and signing of the Application and Agreement for Certification by the applicant, and the UCIA's agreement to inspect and test the applicant's seed pursuant to the Utah Rules of Certification, does not guarantee that the seeds grown will be certified, and that the seeds may be rejected for certification the UCIA if the applicant fails to comply with the Rules of Certification and/or if said seeds fail to pass certification requirements;
4. The applicant and UCIA agree that the UCIA shall assume no responsibility or liability for the applicant's seed failing to meet certification requirements, and the applicant expressly releases and discharges the UCIA of and from any liability and damages resulting from the applicant's seed failing to meet certification requirements;
5. The applicant releases and discharges the UCIA of and from any and all liability for all damages, loss, judgements, costs or expenses suffered by the applicant, including loss of income as a result of the sale, distribution, shipment and use of the applicant's seed which has been certified;
6. The applicant agrees to indemnify and hold harmless the UCIA of and from any and all claims, demands, suits, actions, damages, judgements, costs or expenses arising out of or resulting from the sale, shipment, distribution and use of applicant's seed which has been certified, except if said claim, demand, etc. was caused by the failure of the UCIA to follow the Utah Rules of Certification or caused by any other negligent act or omission of UCIA;
7. The UCIA and the applicant acknowledge and agree that, since the use of certified seed is beyond the control of the UCIA, NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDES MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OR FREEDOM FROM DISEASE IS MADE BY UCIA CONCERNING THE SEEDS GROWN BY THE APPLICANT;
8. The UCIA agrees that upon the acceptance of a properly completed Application and Agreement for Certification from the applicant, filed at the appropriate time and accompanied by the appropriate fees and proof of planting stock, as required by the Utah Rules of Certification, the UCIA will perform or have performed the inspections, testing and other procedures as set forth in the Utah Rules of Certification.
9. The UCIA and the applicant agree and acknowledge that the terms set forth herein are contractual and fully binding upon the parties and are not mere recitals;
10. The completed application must be returned to Utah Crop Improvement Association office, with all applicable fees, tags and health certificates, by the posted due date. If the application is missing the required supporting documents, it will be considered late and late fees will be assessed with the possibility of lots being rejected for certification.