## UTAH CROP IMPROVEMENT ASSOCIATION



UTAH STATE UNIVERSITY 4855 Old Main Hill Logan UT 84322-4855 435.797.2082, Fax 797.3376

OFFICE USE
Date Rec'd
Fees Paid
Cert. #

## APPLICATION FOR CERTIFICATION FOR ANNUAL CROPS AND SEEDLING PERENNIAL CROPS

PLEASE USE SEPARATE APPLICATION FOR EACH COMBINATION OF GROWER/VARIETY/GERMPLASM/CLASS/GENERATION Grower \*Contractor: Mailing Address: Mailing Address: Phone: Phone: Email: \*Required only if Contractor pays application and acreage fees and/or if the variety is licensed, in which case the Contractor (and/or Licensor must approve final disposition of seed. \_\_\_\_\_ Variety \_\_\_\_\_ PVP Variety □Yes □ No Class Planted \_\_\_\_\_ Number of Fields \_\_\_\_ Acres \_\_\_ Fee/Acre\_ Appl. Fee \_\_\_\_ Total \_\_\_\_ [B,F,R,C or SI(G?), S(G?), T(G?)] (see fee schedule) Seed Origin \_\_\_\_\_ Cert.# \_\_\_\_\_ Lot # \_\_\_\_\_ Purchased From \_\_\_\_\_ (state) (attach tags or other info) INDIVIDUAL FIELD INFORMATION LAND HISTORY- (what crops) **ACRES IN** DATE **FIELD ID NAME OR NUMBER** #LBS/ACRE LAST YEAR 2 YRS AGO 3 YRS AGO **PLANTED** PLEASE ATTACH COPY OF FARM MAP OR FSA AERIAL MAP WITH FIELD(S) DRAWN IN. Will seed production be used for OECD Seed Schemes Certification □Yes □ No **DUE DATES**: May 15 for small grains -- June 15 for other crops MAIL TO ADDRESS ABOVE OR EMAIL TO: ucia@usu.edu Do not submit form until field is planted. If plant date is after May 15 for small grains or June 15 for other crops, grower or contractor has an additional 14 days after planting date to submit application without a late fee. A late fee of \$100 will be assessed to applications that are postmarked or received after deadlines. Applications submitted within 14 days of harvest, in addition to the \$100 late fee, will be assessed an inspection fee of twice the normal inspection fee. PLEASE READ THE TERMS OF AGREEMENT ON THE FOLLOWING PAGE 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). (Grower) (Date) (Contractor\*) (Date)

## 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.

- 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.