

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

APPLICATION AND AGREEMENT FOR CERTIFICATION

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

			CROP:										
GROWER:						CONTRACTOR:							
MAILING ADDRESS:					MAILING ADDRESS:								
DUONE.						DUONE							
PHONE:						PHONE:							
EMAIL:						EMAIL:							
	SOURCE OF PLANTING SEED			LAND HISTOR				AND HISTORY		SEED PRODUCED			
COUNTY WHERE FIELD RESIDES	CROP/VARIETY	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 APPLICA											APPLICATIO	ON FEE
	Please attach payment of applicable fees, a tag for each lot as well as a map with field(s) marked or drawn in.											Acres	
Mail to address above or email to <u>ucia@usu.edu</u> . PLEASE READ THE TERMS OF AGREEMENT ON THE FOLLOWING PAGE. Signature: Date:										VIIVO I AGE.	Fee/Acre		
												(see Fee	
											Schedule		
	oply for certification for t			-	-					agree to pa	y	Application Fee	
certificatio	certification fees and abide by all of the regulations governing certification in Utah (summary available upon request.											(see Fee	
Will this good he wood for OECD good solvers contification? Ves No											Schedule)		
Will this seed be used for OECD seed schemes certification? Yes No									Late 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.	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.