



**Please put these dates on your calendar.**

**Sept 1:** Communicate the condition of seed crops to contract coordinator

**Oct 15:** Seed Sample Due (see #7 in contract)

**Dec. 31<sup>st</sup> :** Final Seed Lot Due (see #8 in contract)

**1. Stock Seed:** SAMPLE SEED COMPANY will provide the grower with sufficient initial stock seed at no cost or, if the grower provides initial stock seed, SSC will reimburse the grower for the cost.

Grower recognizes that all Stock seed provided by is the property of SSC. Stock seed is only to be used in accordance with this contract. Any unauthorized use, sale, increase of breeding of the Stock seed is strictly prohibited. All Stock seed not used for its intended purpose is to be destroyed or returned to SSC.

Grower may not use Stock seed for breeding, production beyond the scope of this agreement or any other unspecified activity and by signing this agreement confirms that grower will only use Stock seed for production as specified in this agreement.

**2. Roguing:** Standard roguing of the seed-crop is the responsibility of the seed grower under the guidance of SSC. It should be expected that 5%-10% of the seed-crop will be rogued out due to off-types, disease, premature bolting etc. Considering this, it is the responsibility of the seed grower to plant as much as is needed to ensure the full yield under the contract. If, due to an error in stock seed, a larger percentage of the seed-crop is off-type, it will be the responsibility of SSC to pay the grower at the rate of \$15/hour for their extra time spent roguing the field. If such an error occurs it must be communicated to SSC prior to the grower removing the off-type plants or spending any extra time for which they wish to be reimbursed. If the % of the seed crop to be rogued includes a percentage larger than 5% off-types, SSC may decide to cancel the contract and reimburse the grower for any expenses they have incurred.

**3. Production:** It is the responsibility of the seed grower to carry out all aspects of production including but not limited to planting, cultivation, irrigation, staking/trellising, spraying for insects or disease, harvesting, threshing, drying and delivery. If a grower has any questions regarding the best approach in a certain situation they should first contact their local organic certification agency or Agricultural Extension Agent. SSC may also be able to answer these questions or refer you to someone who can. Only in a pre-arranged agreement will SSC be responsible for any aspect of plant production. It is the grower's responsibility to scout for disease in the production field and send out for testing any plant material that appears to be diseased SSC holds the right to test any seed for which we have reason to be concerned about disease and reject any seed lots that carry seed-borne disease.

**In order to improve understanding of crop performance we prefer the grower to provide monthly updates, with photos when possible, on crop condition throughout the planting, growing and harvest cycle.**

**4. Field Inspection and Tissue Samples:** The grower will provide SAMPLE SEED COMPANY with timely reports about the progress of crops in the field. SSC will be permitted to inspect the grower's field at any time by prior appointment. SSC may require the grower to send leaf samples to the SSC

Lab throughout the season for pathology testing. SSC will be responsible for any shipping costs incurred by the grower.

**5. Exclusivity:** SAMPLE SEED COMPANY puts a great deal of time and resources into developing unique strains of varieties and locating new varieties to serve the organic gardener and farmer. We rely on our research and expert seed production to offer something to the organic market that may not be currently offered by other seed companies. If you are receiving a visit from a representative of another seed company we require your confidentiality about certain details of our contract, primarily the specific variety being grown. In general, we are very open to working with other seed companies in numerous ways but if you have any questions regarding what is OK to share and what is not, please let us know.

**6. Isolation and GMO Policy:** The grower warrants that the seed crop being grown is isolated from other varieties of the same species by the agreed upon distance named in the contract, unless prior permission has been given. In addition, SSC must be contacted if there are any genetically modified crops of the same species as a seed crop that are being grown within 2 miles of the said seed crop. Notification must be made prior to the planting of the seed crop. SSC reserves the right to reject any seed crop that it believes to possess the risk of genetic contamination from either genetically modified or non-genetically modified crops. All “high risk” crops will be tested for GMO contamination and only seed lots which test “not detected” in 10,000 seeds will be accepted.

**7. Seed Sample:** You are required to send a sample of the seed crop to SSC for testing immediately after harvest. It is in the interest of both SSC and the grower that seed be tested to assure it will meet minimum germination requirements prior to further time and money being spent on cleaning and shipping of the full lot. The sample can be pulled directly from the lot as it leaves the harvesting equipment and does not need to be cleaned much beyond this.

**8. Final Lot:** The grower agrees to supply SSC with the seed lot in full by December 31st. It is understood that the final lot will either be cleaned to 99.5% purity by the grower or that SSC will clean it to this purity under the terms described below (see Section 10). SSC will pay freight for shipment of seed, with the preferred shipment method being either UPS or FedEx using the SSC account numbers or with a pre-arranged trucking carrier.

**9. Bagging and Labeling:** Seeds must be double bagged in new paper or plastic/poly bags. All bags must be labeled with the grower’s name, year of harvest, variety name and the words “Certified Organic”. Each shipment must also include a packing list of each of the varieties included in the shipment. The grower **MUST** send SSC a current copy of the farm’s “Proof of Organic Certification” certificate before any payment will be made.

**10. Seed Purity:** If SSC accepts seed which requires further cleaning, SSC will not pay for any chaff, immature seed, damaged seed or weed seed taken out during our cleaning process. It is expected that SSC will do some final cleaning on most seed lots at no charge to the grower and will only pay for the final clean weight of the seed. Our seed purity standard is 99.5%. If the lot is received at a purity below 98% or contains weeds or other matter difficult to separate from pure seed, SSC may reject the seed lot or deduct a fee from payment commensurate with the labor costs incurred in the cleaning process. Seed cleaning rates are assessed at \$60 per hour to cover labor and machine hours.

The following list of noxious weed species have a **zero tolerance policy**, meaning that we cannot sell any seed lots that contain any number of seeds of these noxious weed species. Please make sure you are completely familiar with these species. If you have these species on your farm, please be aware that failure to eradicate them from your seed crop field will very likely result in rejection of the lot.

1. Dodder – *Cuscuta* spp.
2. Galinsoga – *Galinsoga parviflora*
3. Bindweed – *Convolvulus arvensis*
4. Wild Garlic – *Allium vineale*
5. Canadian Thistle – *Cirsium arvense*
6. Quackgrass - *Elytrigia repens*
7. Leafy spurge - *Euphorbia esula*
8. Perennial sow thistle – *Sonchus arvensis*
9. Johnsongrass – *Sorghum halpans*

**11. Germination Rate:** Minimum germination standards are set forth in each contract and will vary from crop to crop. In the event of a dispute about germination, both parties agree that a test submitted to an independent laboratory shall be the final arbiter. Sample Seed Company may choose to purchase seed which does not meet the contracted germination percentage but is under no obligation to do so. Terms may be renegotiated for substandard seed with the purchase price lowered to reflect the quality of the seed. It is understood that substandard seed declines in value more than the proportional drop in germination compared to the standard. It is also understood by the grower that SSC has extremely high standards for seed germination and vigor. The germination rate listed on this contract is a minimum and both the grower and SSC will strive for a higher percentage. **If, upon final cleaning of the seed lot, the germination rate is 5 percentage points higher than the minimum listed on this contract, the seed grower will receive a bonus of 5% of the value of the seed lot. If the germination rate is 10 points higher, the grower will receive a 10% bonus.**

**12. Extra Seed:** If seed is available beyond the specified contractual amount, SSC has the right of first refusal to purchase any excess seed, but is under no obligation to do so. Price of extra seed is as follows: Up to 125% of contract may be purchased at full price. Beyond 125% and up to 150% may be purchased at 85% of the contract price. Beyond 150% and up to 200% may be purchased at 75% of the contract price. Only with the written permission of SSC may a seed grower sell seed produced under this contract and using SSC stock seed to another seed company. If seed will likely require cleaning to pass purity testing, please send extra seed to allow for the fraction removed during cleaning.

**13. Payment:** After ascertaining that seed quality and germination is satisfactory, SSC agrees to pay the contractual price for all seed delivered on time, up to the amount specified. SSC agrees to contact grower within 30 days of receipt of sample if the seed fails to meet minimum germination requirements. Final weights after cleaning to 99.5% purity should be obtained within 30 days of receipt of final lot, and SSC agrees to make a payment for seed at the 99.5% purity. SSC will pay a finance charge of 1.5% per month for outstanding balances after 45 days.

By signing this contract the seed grower agrees to its contents and to communicate any problems or crop failures to Sample Seed Company as soon as they occur.

