

Terms and Conditions of Agreement for Certification

In consideration of the mutual covenants contained herein, and for the other goods and valuable consideration, the undersigned applicant and the Idaho Crop Improvement Association, Inc. (hereinafter referred to as the "ICIA"), hereby agree as follows:

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 Idaho Rules of Certification and agrees to comply with said rules in growing said seed;
3. The applicant and the ICIA agree that the submission and signing of the Application and Agreement for Certification by the applicant, and the ICIA's agreement to inspect and test the applicant's seed pursuant to the Idaho Rules of Certification, does not guarantee that the seeds grown will be certified, and that the seeds may be rejected for certification by the ICIA if the applicant fails to comply with the Idaho Rules of Certification and/or if said seeds fail to pass certification requirements;
4. The applicant and ICIA agree that the ICIA shall assume no responsibility or liability for the applicant's seed failing to meet certification requirements, and the applicant expressly releases and discharges the ICIA 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 ICIA of and from any and all liability for all damages, loss, judgments, costs or expenses suffered by the applicants, 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 ICIA of and from any and all claims, demands, suits, actions, damages, judgments, costs or expenses, arising out of or resulting from the sale, shipment, distribution, and use of the applicant's seed which has been certified, except if said claim, demand, etc. was caused by the failure of the ICIA to follow the Idaho Rules of Certification or caused by any other negligent act or omission of ICIA;
7. The ICIA and the applicant acknowledge and agree that, since the use of certified seed is beyond the control of the ICIA, **NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OR FREEDOM FROM DISEASE IS MADE BY ICIA CONCERNING THE SEEDS GROWN BY THE APPLICANT;**
8. The ICIA 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 Idaho Rules of Certification, the ICIA will perform or have performed the inspections, testing and other procedures as set forth in the Idaho Rules of Certification;
9. The ICIA 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. All applications, fees, and supporting documents are to be in Idaho Crop Improvement Association's offices by the due dates. If any of these are not then late fees will be assessed.