

NORTH DAKOTA AGRICULTURAL EXPERIMENT STATION WHOLESALE PURCHASE AGREEMENT

Variety

This Agreement is between _____ the Seed Increase Grower (GROWER) for the _____ Association (ASSOCIATION) and _____ (WHOLESALE BUYER), a retail seed outlet with its principal place of business at _____, ND _____ for the purchase, sale or disposition of seed produced of the above named NDSU variety in _____(year).

The production of this seed by GROWER and ASSOCIATION was for the sole purpose of participating in the North Dakota Seed Increase Program to produce certified seed of new crop varieties on behalf of the North Dakota Agricultural Experiment Station (NDAES) under the terms of an NDAES Seed Increase Agreement. Transfer of ownership of this seed to the WHOLESALE BUYER does not absolve GROWER or ASSOCIATION from any conditions or requirements specified in the original Seed Increase Agreement.

CONDITIONS OF AGREEMENT

1. Acceptance of this contract by GROWER, ASSOCIATION and WHOLESALE BUYER constitutes notice that this variety will be protected under the Plant Variety Protection Act. This seed or any seed propagated from this seed can be sold only as a class of certified seed unless notified otherwise by NDAES.
2. GROWER agrees to sell to WHOLESALE BUYER _____bushels/pounds (specify units) of seed produced from the NDAES allotment received by the ASSOCIATION.
3. GROWER agrees to provide WHOLESALE BUYER with seed that has been conditioned and is certified by the ND State Seed Department as Registered/Certified (specify class) seed.
4. GROWER agrees to pay the ASSOCIATION fee on each bushel/pound of the increase which is sold as seed or retained by GROWER for planting. Responsibility for any fees, levies or royalties applicable to the variety remains with GROWER unless WHOLESALE BUYER agrees to assume said responsibility. **(Please check one of the following):**

Wholesale Buyer accepts responsibility for fees Wholesale Buyer **does not** accept

5. WHOLESALE BUYER agrees to pay GROWER \$_____per bushel/pound (specify units) at time of delivery, plus any added shipping or handling costs to which they have agreed.
6. WHOLESALE BUYER agrees to resell the seed to retail customers only at the NDAES established price unless the seed is directed to an elevator under par. 9 or the sale is made after the July 1 release date specified in par. 8 of the original Seed Increase Agreement between GROWER and ASSOCIATION.
7. WHOLESALE BUYER shall inform any purchaser of this seed that the variety will be protected under the Plant Variety Protection Act. No seed may be sold or moved into CANADA or any other country without written permission from the NDSU Research Foundation.
8. The selling price set by the NDAES during October _____ for spring-seeded crops (during July for fall-seeded crops) shall remain in effect until July 1, _____.
9. If at any time the seed loses certification status or is deemed unfit as seed for planting purposes, WHOLESALE BUYER agrees to dispose of any remaining portion of the lot as commercial grain so that variety identity is lost.

Signed _____ Date: _____
(GROWER)

Signed _____ Date: _____
(WHOLESALE BUYER)

Signed _____ Date: _____
(ASSOCIATION REPRESENTATIVE)