

Kansas Wheat Alliance Single-Season Use Agreement

Grower License

By signing this Agreement, or by purchasing or using Kansas Wheat Alliance (KWA) seed, Grower agrees to the terms and conditions of this Agreement. The letter, form, bag and /or tag accompanying the seed may contain important information regarding the patent, patent application and/or Plant Variety Protection Certificate notices, and other rights and restrictions, which information is incorporated herein by reference. Grower is advised that this Agreement applies only to seed of the KWA licensed varieties designated by KWA in a published list for the year of the purchase. The list of varieties covered by this Agreement will be published by KWA electronically (<https://kswheatalliance.org/ssu-varieties/>) or in print and may be updated, at KWA's sole discretion, from year to year.

Grower Responsibilities

Grower agrees to:

- (a) Acquire seed only through KWA authorized seed suppliers (associates or dealers); and
- (b) Use seed solely for planting and producing a single crop, not saving & conditioning any grain produced from seed for planting by Grower or any other person or entity; and
- (c) Not sell, transfer, license or sublicense seed to any other person or entity for planting or any other purpose; and
- (d) Ensure that seed, grain produced from seed or any plant material from seed is not used for crop breeding, research, generation of registration data or seed production (unless Grower has a valid, written production agreement with a KWA authorized seed supplier); and
- (e) Not export any seed or grain derived from seed outside the United States; and
- (f) Upon written request, provide KWA with evidence of the seed crop's final disposition, including access to Farm Service Agency (FSA) crop reporting information, Risk Management Agency (RMA) documentation, dealer and retailer invoices, and records or documents related to the storage, sale, or transfer of the wheat crop produced from KWA seeds.

General Provisions

- (a) This Agreement will automatically renew and apply to all future purchases and use of KWA seed by Grower, unless and until it is terminated by either party in writing. Grower consents to be bound by the terms and conditions of this Agreement for all future KWA Single-Season Use Agreements, as they may be amended or updated from time to time, including the list of varieties for the year of purchase, without the need for further signatures or acknowledgements.
- (b) KWA, or its designated representatives, shall have the right to audit and inspect Grower's records, fields, purchases, and facilities, including grain bins, related to the production and disposition of the crop produced from KWA seeds. This right to audit shall remain in effect for three (3) years from the date of the most recent purchase of varieties covered by this Agreement and related documents.

- (c) The Grower's rights may not be transferred to anyone other than a duly authorized agent of Grower without written consent of KWA.
- (d) If Grower intentionally breaches this Agreement, in addition to KWA's other remedies, Grower's rights under this Agreement will terminate immediately, and Grower will no longer have the right to purchase seed. Any obligation that arose before termination will remain in effect.
- (e) Grower agrees that KWA shall be entitled to recover any costs, expenses, or damages from infringed KWA sales, including reasonable attorney fees, it incurs in enforcing its rights under this Agreement.
- (f) If any provision(s) of the Agreement is/are determined to be void or unenforceable, the remaining provisions shall remain in full force and effect.
- (g) This Agreement is governed by the laws of the State of Kansas and of the United States. The parties agree to consent to the jurisdiction of the U.S District Court for the District of Kansas for issues arising under this Agreement.

Product Legal Notice

Individual results may vary, and performance may vary from location to location and from year to year. The result may not be an indicator of results you may obtain as local growing, soil and weather conditions may vary. Growers should evaluate data from multiple locations and years whenever possible.

KWA and Kansas State University Research & Extension provide estimates or recommendations based on models. These do not guarantee results. Consult your agronomist, commodities broker, and other service professionals before making financial, risk management, and farming decisions. Clearfield® is a registered trademark of BASF Corporation. All rights reserved.

If a Patent number(s) is/are printed, this variety is patented. No license under said patent(s) is conveyed through purchase/bailment/transfer of the seeds unless and until purchaser has signed a KWA Seed Agreement or dealer invoice granting a limited use license to produce a single forage or grain crop for feeding or processing. Resale of this seed or supply of saved seed to anyone (including purchaser) for planting is strictly prohibited.

PVP Plant Variety Protection UNAUTHORIZED PROPAGATION PROHIBITED.

PVPA 1994- Unauthorized Sales of Saved Seed for Planting Purposes Prohibited.

Seed of these varieties may only be sold by variety name and as a class of Certified seed.

UNAUTHORIZED EXPORT PROHIBITED IF PVP STATUS IS NOT PROTECTED, THE STATEMENT BELOW APPLIES: Purchaser represents that he is obtaining the seed solely for the purposes of producing a grain, fiber, or forage crop and that the seed, and any product from the seed, shall not be resold as seed or used for seed breeding purposes.

The PVP logo is a registered certification mark of the American Seed Trade Association.

Grower Information:

Full Legal Name: _____

Title/Position: _____

Farm/Business Name (if applicable): _____

Physical Mailing Address: _____

City, State, ZIP: _____

Business Phone: _____

Email Address: _____

Acknowledgement:

By signing below, or by purchasing or using KWA seed, I acknowledge that I have read, understood, and agree to the terms and conditions of this Kansas Wheat Alliance Single-Season Use Agreement, including the accompanying documents incorporated by reference.

Signature: _____

Date: _____