**2016 SOUTHERN EXPOSURE SEED EXCHANGE (SESE): GROWER'S CONTRACT**

**1259 Indian Creek Rd, Mineral, VA 23117**

**540-894-1470 ira@southernexposure.com**

**SECTION A:** Grower agrees to the following terms and conditions:

 1. Harvest seed according to SESE guidelines when such guidelines are provided. SESE may inspect seed or bulb crops on site if necessary.

 2. Maintain purity of varieties by strict attention to minimum isolation distance requirements as specified in Section C, or hand pollinate if required in Section C.

 3. Seed of varieties supplied through the SESE Grower Program for preservation, increase, or production shall not be sold to other individuals or companies without the expressed written approval of SESE.

 4. Ship seed only after the seed is thoroughly dried and cured.

 5. Supply seed as free as possible from disease, insects, and debris. Seed cleaning requirements are specified in Section C. Seed not cleaned according to contract terms may have compensation reduced according to labor necessary to clean seed to contract specifications.

 6. Inform SESE of any problems which could affect the quality of the seed, regardless of the year when the seed was produced. Notification shall be made as soon as possible after discovery of the problem.

 7. Ship seed to arrive by November 1. If the grower cannot meet this date, inform SESE of shipping date or crop status as soon as possible. If seed has not been shipped by October 31 and SESE has not been notified of crop status, SESE can at is option choose not to purchase the seed.

 8. Agree not to hold SESE or its representatives liable for injury or other problems related to the production of seed or fulfillment of this contract.

 9. Agree to keep both the terms of this contract and all contract-related communications confidential. The grower shall not represent himself/herself as an agent of SESE for the purpose of making other contractural arrangements without prioir notification of SESE.

**SECTION B:** Southern Exposure Seed Exchange (SESE) shall:

 1. Provide seed in sufficient time to allow grower to sow, mature, harvest, and clean the seed crops according to the dates in Section A.

 2. Provide grower with the information necessary to harvest clean, and ship the seed varieties listed in Section C.

 3. Not supply growers with seed or vegetative material of patented or proprietary nature.

 4. Reimburse grower for all reasonable shipping costs. Shipping reimbursement for non-standard shipping shall be at the discretion of SESE.

 5. Pay the grower within 60 days after receipt of all seed varieties in Section C, provided seed was received by Nov 1 of the contract year. Payment for seed received after Dec 1 shall be made within 90 days after receipt of all seed. This is to allow time for further cleaning, processing, and testing of the seed during the busy season.

 6. Shall pay full contract price for seed which germinates above the minimum SESE germination standard. Contract price is specified in Section C; however payment may be reduced by 10 to 30% (at the discretion of SESE) for seed which is above Federal standard, but below SESE standard. Payment for seed germinating below Federal standard is generally not saleable and payment is made at the discretion of SESE. Germina­tion tests are conducted according to AOSA (Association of Official Seed Analyst) rules for testing.

 7. Not hold the grower responsible for a crop failure, however the grower should notify SESE as soon as possible if there is a crop failure.

**SOUTHERN EXPOSURE SEED EXCHANGE**

**P.O. Box 460**

**Mineral, VA 22117**

 Enclosed is a copy of the 2010 grower's contract. I view the contract as basically a statement of each other's expectations. After you sign the contract, return one copy to me for our records. Once I receive the copy of your seed contract I will then send your seeds together with an information packet which includes: variety evaluation forms, seed growing guides, and shipping instructions.

 Some growers receive planning sheet(s) to help determine what can be grown for the current crop year. Growers who received planning sheet(s) may have fewer varieties specified on the contract than on the planning sheet. If this is the case, I have reduced the number of varieties to be grown in the interests of keeping things manageable (for both you and me).

 Compensation is based on weight of seeds rather than volume. Since many of you do not have a means of weighing your seeds I sometimes provide volume measurements or guestimates to give you a rough idea of the quantity of seed needed. Eventually I may make a chart which will give you an idea of the relationship between seed weight and volume (with volume indicated in cups, tablespoons, or some other handy reference). If you do not have a balance but would like to get a rough idea of the weight of your seeds you can place them in a paper bag and take them to your local post office and weigh them to the nearest ten of an ounce.

 There are several items in the contract which are very important and are sometimes overlooked: (1) Please be sure to ship the seeds by the date indicated, or if you cannot meet that date drop us a note giving the status of your seed crop. We try to have the catalog in final form by November 1st or earlier, so the sooner we know the status of the seed crop the easier it is to meet the catalog deadline. Ideally it would be good to know the approximate yield or status of the seed crop by October 15th, though this may be difficult in practice. (2) Please also be sure to follow the shipping instructions. (3) In the event of a crop failure there is no obligation on your part, other than to notify us promptly so that we can plan accordingly.

 Feel free to ask for any help you may need. My mobile number is (540) 894-1470. If you need to leave a message please identify yourself as a grower so that I can get back to you as soon as possible. If you leave a message please let me know what is the best date and time to return your call. I can also be reached by e-mail at ira@southernexposure.com. For time sensitive manners please use the phone rather than e-mail.

 Sincerely,

 Ira Wallace

 Southern Exposure Seed Exchange

 “Saving the Past for the Future”