



WATERMELON WAIVER FORMS

Stokes Seeds Inc and its suppliers require a signed waiver on watermelon seed orders. Please follow the instructions below to ensure the process is completed correctly.

Instructions:

1. Read all information contained in these documents carefully.
2. Please feel free to consult a lawyer before signing.
3. Ensure you have filled out and signed the required fields on **ALL** documents.
4. Make a copy of the signed forms to keep for your personal records.
5. Send **ONE** signed copy of all documents **including supplier waiver (if applicable)** to Stokes Seeds using one of the following methods:

Email: customerservice.us@stokeseeds.com

Fax: 877.994.0333

Mail: Stokes Seeds Inc
13031 Reflections Dr
Holland, MI 49424

If you have any questions or require clarification on the attached forms please contact Customer Service at 800.962.4999.



**NOTICE, WAIVER AND COMPLETE RELEASE AGREEMENT, INCLUDING
LIMITATION OF WARRANTY AND LIMITATION OF LIABILITY (GROWER)
NOT RECOMMENDED FOR PLANTING IN SOUTH CAROLINA**

Watermelon Fruit Blotch (WFB), caused by Acidovorax avenae subsp. citrulli, and Gummy Stem Blight (GSB), caused by the fungus Didymella Bryoniae are serious diseases which have become a significant risk factor in many areas where watermelons are grown. The pathogens causing WFB and GSB can be introduced into a field by infested seed, infected transplants, volunteer watermelon, mechanical means, or natural spread from alternate hosts.

1. GROWER'S RELEASE OF ALL LIABILITY FOR WATERMELON FRUIT BLOTCH (WFB) AND GUMMY STEM BLIGHT (GSB).

Acknowledging the above, GROWER still wishes to purchase watermelon seeds from Stokes Seeds Limited or Stokes Seed Company of Niagara Falls Inc. (jointly referred as STOKES SEEDS), and GROWER is willing to assume all risks or loss associated with WFB and GSB. Accordingly, GROWER hereby FULLY AND UNCONDITIONALLY RELEASES STOKES SEEDS AND ITS SUPPLIERS FROM ANY AND ALL LIABILITY WITH RESPECT TO THE PRESENCE OF WFB AND GSB ON OR WITHIN SUCH SEEDS OR THE VULNERABILITY OF SUCH SEEDS, TO THE WFB AND GSB. GROWER ACKNOWLEDGES AND AGREES THAT STOKES SEEDS AND ITS SUPPLIERS SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR ANY LOSSES OR DAMAGES RELATING IN ANY WAY TO WFB AND GSB, UNDER ANY LEGAL THEORY INCLUDING BUT NOT LIMITED TO NEGLIGENCE OR STRICT PRODUCTS LIABILITY. STOKES SEEDS acknowledges that all other aspects of its express warranty, as contained on its label, do apply, and that any waiver or limitation on the STOKES SEEDS express warranty resulting from the terms and conditions of this Agreement, only apply to the presence on or with vulnerability of, such seeds, to WFB and GSB. GROWER further agrees that Stokes Seeds and its suppliers have no liability or responsibility for its watermelon seeds or plants grown therefrom, if they are contaminated with WFB and GSB after the seeds are delivered to grower. GROWER acknowledges that contamination may occur in transplant house, in the field, or under circumstances beyond the control of Stokes Seeds.

2. GROWER'S AGREEMENT NOT TO RESELL SEEDS OR PLANTS. In consideration for STOKES SEEDS, or its authorized suppliers, agreeing to sell watermelon seed to GROWER, GROWER hereby agrees that it/he will only use such seeds for plantings on its/his own holdings, and will not, under any circumstances, sell, transfer, distribute or in any way dispose of any such seeds or seedlings grown from the seeds, with or without consideration, to any third party. To the extent that GROWER does not utilize all such watermelon seeds purchased from STOKES SEEDS, all such unopened containers may be returned to STOKES SEEDS or its authorized suppliers, within six (6) months from the date of initial purchase for a refund of the purchase price.

3. GROWER'S INDEMNIFICATION AGREEMENT. GROWER acknowledges that in the event it/he breaches the terms and conditions of paragraph 2, this Agreement, with respect to the distribution of any such watermelon seeds to a third party, STOKES SEEDS and authorized STOKES SEEDS suppliers could incur liability to such third parties. THEREFORE, GROWER HEREBY UNCONDITIONALLY AGREES TO DEFEND AND INDEMNIFY STOKES SEEDS, AND ANY AUTHORIZED STOKES SEEDS SUPPLIERS, FROM ANY AND ALL LOSS, LIABILITY, OR DAMAGE WHICH STOKES SEEDS, OR STOKES SEEDS SUPPLIERS, MAY INCUR, INCLUDING, BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES, RELATING TO ANY CLAIM BY A THIRD PARTY WHO RECEIVED ANY PORTION OF THE WATERMELON SEEDS WHICH ARE COVERED BY THIS AGREEMENT AS SOLD BY STOKES SEEDS TO GROWER.

4. GROWER UNDERSTANDS THIS AGREEMENT. GROWER represents and warrants that it/he has consulted with or had an opportunity to consult with an attorney, and that GROWER fully understands the meaning and legal effect of this Agreement.

5. ALL OTHER TERMS OF THE STOKES SEEDS LABEL APPLY. Except as expressly provided within this Agreement, all remaining terms, disclaimers, limitations, and conditions of purchase as disclosed and set forth on the STOKES SEEDS label and on the STOKES SEEDS NOTICE TO BUYER REGARDING WARRANTY AND CONDITION OF SALE shall apply to all of GROWER's purchases of watermelon seed.

6. CHOICE OF LAW AND CHOICE OF FORUM. The parties agree that this Agreement is entered into in the City of Thorold, in the province of Ontario, and shall be construed in accordance with the laws of the Province of Ontario. It is further agreed that any litigation by and between GROWER and STOKES SEEDS, relating to the sale of all such watermelon seeds hereunder, shall take place in Thorold, Ontario, Canada.

7. ATTORNEY'S FEES. In the event that STOKES SEEDS enforces any terms of this Agreement in any litigation with GROWER, STOKES SEEDS shall be entitled to recover reasonable attorney's fees from GROWER.

**I have read and understand this release agreement
and I agree to be bound by all of its terms.**

GROWER SIGNATURE

NAME _____

ADDRESS: _____

CITY STATE ZIP CODE

TELEPHONE: _____

DATE: _____

Stokes Seeds	
PER: _____ STOKES SEEDS AUTHORIZED SIGNATURE	
DATE: _____	
FOR OFFICE USE ONLY	
<input type="text"/> STATE	<input type="text"/> ORDER NUMBER

IN U.S.A
13031 Reflections Dr
Holland, MI 49424
800-962-4999

IN CANADA
P.O. Box 10
Thorold ON L2V 5E9
800-263-7233

STOKES SEEDS VARIETY REQUESTED	QTY/LBS	STOKES SEEDS VARIETY REQUESTED	QTY/LBS
1. _____	5. _____	_____	_____
2. _____	6. _____	_____	_____
3. _____	7. _____	_____	_____
4. _____	8. _____	_____	_____



Hollar Seeds
18875 Highway 50 E
Rocky Ford, CO 81067
Phone: (719) 254-7411
Fax: (719) 254-3539

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Important Notice: Bacterial Fruit Blotch

A bacterial disease known as Bacterial Fruit Blotch (BFB) has caused severe damage to watermelon crops in various parts of the United States. The causal organism of BFB is *Acidovorax avenae subs. Citrulli*. This bacteria may be seed-borne, but infection may also occur from many types of secondary sources before or after planting. Hollar Seeds (Hollar) makes no claim of resistance or tolerance to this disease, or freedom from any bacterial disease, including BFB, with regard to any of its seed.

Symptoms of BFB on seedlings appear as dark, water-soaked lesions on the lower surfaces of plant cotyledons or on true leaves. The lesions later become necrotic and may also have chlorotic halos surrounding the dead tissues. Many times, lesions will also appear on the hypocotyls of seedlings, resulting in the wilting and death of these plants. **The most dramatic and destructive phases of this disease are the fruit infections that occur later in the growing cycle.** The lesions on the top surface of the fruits appear as small, water-soaked areas, which under the right conditions of high temperature and humidity enlarge rapidly to cover most of the surface of the fruits. Fruit decay often follows. **This later condition of the disease cycle could lead to significant economic losses to the grower.**

In cases where the pathogen is carried by planted seed, the lesions described above will appear on the seedlings within 7 days of emergence. The ultimate user of watermelon seed is urged to inspect watermelon seedlings within two weeks of emergence for evidence of seed-borne diseases. **If no symptoms are observed on seedlings within the three (3) weeks following emergence, it is very unlikely that any subsequent BFB infection stems from seed-borne BFB bacteria. Any subsequent BFB infection will most likely be caused by other sources. It is imperative that each grower inspect seedlings during this early stage, in order to determine the presence or absence of these symptoms and to mitigate any potential economic losses.**

CAUTION: Symptoms that appear on plants in the early stages of growth, and especially those symptoms caused by secondary infections, may not be evident on new foliar parts as the plants develop. The pathogen, however, may still be alive in infected tissues, and may infect the fruits if favorable conditions of temperature and humidity prevail. **Do not retain any plants that show any symptoms of BFB at any time. Remove such infected tissue from the field and dispose of away from fields that may be planted to vegetable crops in the future.**

MEANS OF SEEDLING INFECTION

It is widely understood that precisely the same pathogens that Hollar tests for may be ever present in some soils, attacking otherwise healthy plants. BFB contamination of seedlings can come from a variety of sources. There is a wide variety of alternate host plants (including wild citron, melon, eggplant, and many others) that which, when growing in close proximity, can transmit bacteria and provide for the spread of BFB and many other diseases to otherwise uninfected plants. Bacteria can overwinter in diseased fields on organic matter and may be transmitted from field to field by improperly sterilized tools, the use of previously used plant trays or via human contact with plants. The 1990s saw the widespread occurrence of BFB in the United States. If the disease has not already become endemic (naturally occurring, much like Fusarium and Anthracnose), it will do so very soon.

PRECAUTIONS TAKEN AND SEED TESTING

Hollar has undertaken reasonable precautions to identify and control seed-borne pathogens on the seed it sells. Irrespective of careful production, field roguing, special treatments or lot testing techniques, any of Hollar's seed lots may contain infected seeds or be subject to genetic weaknesses that encourage seed-borne infections or other diseases beyond Hollar's control. These infections could lead to loss of plants or produce grown from seed of this variety.

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Initials



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18875 Highway 50 E
Rocky Ford, CO 81067
Phone: (719) 254-7411
Fax: (719) 254-3539

Important Notice: Bacterial Fruit Blotch

A minimum of 10,000 seeds of each lot of watermelon seed sold by Hollar is tested for the presence of seed-borne bacterial fruit blotch by the grow-out method. Unfortunately, this test only can speak to the presence or absence of the BFB bacteria on the seeds tested. As a result, seed pathology tests cannot detect with 100% accuracy all pathogens within a seed lot. Hollar cannot warrant that any of its seed is completely free of the BFB bacteria.

There is no foolproof way to ensure that seeds are not contaminated with the BFB bacteria. While some seed treatments control seed-borne diseases on a very limited basis, nothing has been proven to ensure complete seed immunity to BFB. Even if seeds are clean, no way exists to ensure that the disease will not develop as a result of infection via a secondary source. Hollar is committed to provide growers clean seed, but we cannot and do not guarantee our seeds to be free of the BFB bacteria. By buying and planting our seed, purchaser accepts that Hollar's seeds may contain the BFB bacteria, and releases Hollar from any actions related to BFB. Do not plant seed under any circumstance if you do not understand or accept these facts.

WAIVER AND RELEASE AGREEMENT

As a condition of the sale of watermelon seed by Hollar, the undersigned acknowledges that they have been informed regarding the risks associated with the potential presence of the BFB bacteria, and hereby waives any right to recover damages, and releases Hollar, its agents, dealers, and suppliers from any and all claims relating to BFB with respect to all watermelon seed supplied by Hollar. The undersigned further agrees and acknowledges that all seed supplied by Hollar is subject to Hollar's standard terms and conditions of sale appearing on its price lists, on its seed containers, and in its contract documents. The undersigned expressly acknowledges that its exclusive and sole remedy (for any cause) against Hollar is limited to a return of the purchase price of the seed.

It is further agreed that in the event of resale of the seed sold hereunder, Hollar does not adopt or assume any warranties, expressed or implied, given by the undersigned. The undersigned further agrees to defend, indemnify and hold harmless Hollar against any and all claims, actions, proceedings or other liabilities of any nature whatsoever relating to any such resold or transferred seed. It is further agreed that in the event of the resale of these seeds, the purchaser agrees to obtain a signed release pertaining to bacterial fruit blotch from the subsequent buyer.

I have read both pages of this document and have discussed its implications with my attorney, and agree to be bound by it.

Signature: _____ Date: _____

Name: _____ Company: _____

Address: _____

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