



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.

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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"/>	<input type="text"/>
STATE	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. _____	_____	_____



NOTICE, AGREEMENT AND TERMS AND CONDITIONS OF SALE OR TRANSFER OF DIPLOID AND TRIPLOID WATERMELON SEED

This agreement is by and between the Seller and Buyer listed below.

Sakata Seed America and [blank line]
18095 Serene Drive [blank line]
Morgan Hill, CA 95037 [blank line]
USA [blank line]
(hereinafter called Seller) (hereinafter called Buyer)

SAKATA SEED AMERICA, INC. ("Seller") warrants that the seed it distributes has been labeled as required under State and Federal law, and that it conforms to the label description. Seller makes no other warranties, express or implied, oral or written, including any implied warranties of merchantability or fitness for a particular purpose with respect to this sale of seeds. Watermelon seeds are sold AS IS AND WITH ALL FAULTS. Buyer assumes all risk as to quality and performance of watermelon seeds, including the risk that such seeds may carry BACTERIAL FRUIT BLOTCH OF WATERMELON. Buyer further assumes all risk for any defect or damage that use of the watermelon seeds may cause.

The undersigned, a duly authorized representative of Buyer, hereby waives all claims against Seller based upon BACTERIAL FRUIT BLOTCH OF WATERMELON, including claims based on strict liability, negligence, breach of contract or breach of warranty.

BUYER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM WITH RESPECT TO THE SALE OF SEEDS IS LIMITED IN ALL EVENTS TO A REFUND OF THE PURCHASE PRICE OF THE SEEDS. Buyer shall not be entitled to any incidental or consequential damages, including planting or replanting costs, lost profits, or any other expenses, losses or damages. Notice of any claim must be received by registered mail within thirty (30) days after the defect in the seed becomes apparent.

Buyer warrants and represents that he is a person who deals in watermelon seeds and by occupation has the knowledge and skill specific to the watermelon seeds involved in this transaction. Buyer further warrants and represents that the purchase of seeds in this transaction is made with full knowledge of the risks regarding watermelon seeds, including the risk that such seeds may carry BACTERIAL FRUIT BLOTCH OF WATERMELON. Buyer hereby assumes all risk regarding such seeds, and expressly waives any damage claim with respect to BACTERIAL FRUIT BLOTCH OF WATERMELON.

The undersigned jointly and severally agree to defend, indemnify and hold harmless Seller, its employees, agents and dealers from and against any and all claims, demands, suits, actions, liability, damages and expenses, including, but not limited to, attorneys' fees and court costs, which Seller may suffer or to which Seller may be subject, arising in any way from the distribution by any of the undersigned of the subject seed and relating in any way to BACTERIAL FRUIT BLOTCH OF WATERMELON.

(continued)

Please return to Stokes Seeds Inc:
Mail: 13031 Reflections Dr, Holland, MI 49424
Fax: 877-994-0333
Email: customerservice.us@stokeseeds.com

Initial: _____



NOTICE, AGREEMENT AND TERMS AND CONDITIONS OF SALE OR TRANSFER
OF DIPLOID AND TRIPLOID WATERMELON SEED

ADDITIONAL NOTICE: Triploid hybrid watermelons are sterile hybrids which characteristically produce fruits with few or no true seeds. Because the absence, or relative absence, of hard or true seeds in the flesh of the melon is its chief distinguishing characteristic, the triploid hybrid watermelon is often referred to as a “seedless” watermelon. Despite this popular perception, triploid hybrid watermelons are not true “seedless” watermelons. The first melons to ripen in a field of triploid hybrid watermelons often contain small, undeveloped seeds. In addition, certain genetic, cultural and climatic factors are known to cause the formation of empty seed coats (small, white, undeveloped seeds), also called “pips”, and/or hard seeds in the flesh of the melons. Due to the wide variety of possible causes of hard seed formation, **TRIPLOID HYBRID WATERMELONS ARE NOT GUARANTEED TO PRODUCE SEEDLESS FRUIT.**

Triploid hybrid watermelon production requires a high level of grower sophistication. Triploid hybrid watermelons require a pollen source and bees to serve as pollen vectors. Triploid hybrids also require special care for satisfactory germination. Growers are encouraged to contact University extension personnel for government publications and information concerning recommended cultural practices. Seller can also supply certain of this information on request. We suggest growers develop expertise in growing triploid hybrid watermelons prior to instituting large-scale commercial production.

SPECIAL LIMITATION OF WARRANTY: ALL TRIPLOID HYBRID WATERMELON SEEDS ARE SOLD PURSUANT TO SELLER’S STANDARD TERMS AND CONDITIONS OF SALE. DESCRIPTIONS AND ILLUSTRATIONS OF TRIPLOID HYBRID WATERMELONS APPEARING ON SELLER’S WEBSITE AND PRODUCT LITERATURE REPRESENT TRIPLOID HYBRID WATERMELONS AS GROWN UNDER FAVORABLE GROWING CONDITIONS IN FAVORABLE GROWING AREAS. APPEARANCE AND PERFORMANCE MAY VARY IN OTHER GEOGRAPHICAL LOCATIONS AND UNDER DIFFERENT GROWING CONDITIONS. SELLER EXPRESSLY EXCLUDES ANY WARRANTY OF CONFORMITY TO DESCRIPTION, ILLUSTRATION OR SAMPLE AND EXTENDS NO WARRANTY THAT THE TRIPLOID HYBRID WATERMELON SEED SOLD WILL PRODUCE “SEEDLESS” FRUIT. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED.

I’ve read the foregoing terms and conditions of sale or transfer, and agree to be bound by it.

Buyer representative (PRINT)

Buyer representative SIGNATURE

DATE

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