

WSCIA-FSS FALL 2020 SEED AVAILABILITY LIST AND ORDER FORM

DUE BY AUGUST 21, 2020: CURRENT SEASON REQUESTS FOR FALL 2020 PLANTING

DUE BY SEPT. 4, 2020: APPLICATIONS FOR FALL 2021 YEAR-IN-ADVANCE REQUESTS (REQUIRES YIA CONTRACT)

ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE

DELIVERY IN FALL

WINTER WHEAT

	PRICE	2020 POUNDS	2021 POUNDS	PKG TYPE
ARS Crescent Club	\$.57/lb.			
Appleby CL+ SW (OR112161250) ** OSU/NEW ***	\$.71/lb.			
Balance (WA8248AL) HR * NEW ***	\$.76/lb.			
Bobtail SW	\$.57/lb.			
Cara Club	\$.57/lb.			
Castella Club *	\$.76/lb.			
Coda Club	\$.57/lb.	ASK		
Curiosity CL+ SW *	\$.57/lb.			
Devote SW (WA8271) * NEW ***	\$.76/lb.			
Earl HW * LAST CHANCE	\$.57/lb.			
Eltan SW LAST CHANCE	\$.57/lb.			
Jasper SW * LAST CHANCE	\$.57/lb.			
Madsen SW	\$.57/lb.	YIA ONLY		
Mary SW	\$.57/lb.			
Mela CL+ SW *	\$.57/lb.			
Millie HW (OR2130118H) ** OSU/NEW ***	\$.71/lb.			
Nixon SW (OR2121086) ** OSU/NEW ***	\$.71/lb.			
Norwest Duet SW **	\$.57/lb.			
Norwest Tandem SW **	\$.57/lb.			
OR2X2 CL+ SW (ORI2150031) ** OSU/NEW ***	\$.71/lb.			
ORCF-102 SW **	\$.57/lb.			
Otto SW *	\$.57/lb.			
Pritchett Club *	\$.57/lb.			
Puma SW *	\$.57/lb.			
Purl SW *	\$.57/lb.			
Resilience CL+ SW *	\$.57/lb.			
Rosalyn SW	\$.57/lb.			
Scorpio HR (WA8268) * NEW ***	\$.76/lb.			
Sequoia HR *	\$.57/lb.			
Skiles SW LAST CHANCE	\$.57/lb.			
Stephens SW	\$.57/lb.			
Stingray CL+ SW (WA8275) * NEW ***	\$.76/lb.			
WA8305CL+ (pending as Piranha CL+) SW *NEW***	\$.76/lb.			

DELIVERY IN FALL

WINTER BARLEY

	PRICE	2020 POUNDS	2021 POUNDS	PKG TYPE
Alba Six Row Feed	\$.57/lb.			
Buck Six Row Naked OSU/ NEW ***	\$.71/lb.			
Hoody Six Row Feed	\$.57/lb.			
Lightning 2 Row Malt (DH130910) ^B OSU/NEW ***	\$.71/lb.			
Thunder 2 Row Malt (10.0777) ^B OSU/NEW ***	\$.71/lb.			

PEA/LENTIL

	PRICE	2020 POUNDS	2021 POUNDS	PKG TYPE
Granger Austrian W. Pea	\$.50/lb.	ASK		
Morton Winter Lentil	\$.98/lb.	YIA ONLY		
Specter Winter Pea	\$.60/lb.			
Windham Winter Pea	\$.60/lb.	ASK		

GRASSES

	BULK/LB	2020 POUNDS	2021 POUNDS	PKG TYPE
Bromar Mt. Brome	\$17.00/lb.			
Sherman Big Bluegrass	\$17.00/lb.			
Alkar Tall Wheatgrass	\$17.00/lb.			
Whitmar Beardless	\$17.00/lb.			
Secar Bluebunch	\$17.00/lb.			
Covar Sheep Fescue	\$17.00/lb.			
Durar Hard Fescue	\$17.00/lb.			
Canbar Canby Bluegrass	\$17.00/lb.			
Schwendimar Thickspike	\$17.00/lb.			
Union Flat Blue Wildrye	\$17.00/lb.			
White Pass Blue Wildrye	\$17.00/lb.			
Anatone Bluebunch Whtgr	\$17.00/lb.			

Wheat key: SW = Soft White; CL+ = Clearfield;
HR = Hard Red; HW = Hard White

* **WSU LICENSE REQUIRED FOR PURCHASE**

** **AVAILABLE TO OSU SEED SUPPLIER LICENSE HOLDERS ONLY**

*** **INCLUDES PVP &/or NEW VARIETY SURCHARGE**

^B **OSU NON-EXCLUSIVE BARLEY LICENSE REQUIRED**

SMALL GRAIN STANDARD TREATMENT: CRUISERMAXX .66

ADDITIONAL RATE OF 1.33 CM AVAILABLE UPON REQUEST W/CHARGE

"LAST CHANCE" VARIETIES HAVE BEEN SOLD IN LIMITED AMOUNTS IN RECENT YEARS AND INVENTORIES WILL BE REDUCED TO APPROXIMATELY 100 LBS. SEED OF THESE VARIETIES WILL ONLY BE AVAILABLE UNDER YEAR-IN-ADVANCE CONTRACTS, OR WILL BE MOVED TO NON-MAINTENANCE AND WSCIA WILL NO LONGER GROW STOCKS. ACT TODAY TO GET SEED OF THESE VARIETIES BEFORE THEY ARE GONE!

MAIL, PHONE, E-MAIL OR FAX YOUR ORDER TO:

Washington State Crop Improvement Assn.
2575 NE Hopkins Court
Pullman, WA 99163
Phone: 509-335-4365 / Fax: 509-335-7007
E-mail: darlene@washingtoncrop.com

Please indicate Package Type. Code: 50/60# Paper = "P" // 2000# Poly Bulk Bag = "B"

ALL SALES ARE MADE PENDING BUYER'S ACCEPTANCE OF TERMS OF SALE AND SIGNED WARRANTY AND DISCLAIMER
ALL PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE

Purchaser to review the terms on the reverse and sign and date the Purchase Order

CANCELLATION OF ORDER: A Re-Stocking fee will apply which could be up to Full Price of Seed

Company or Farm Name _____

Contact Person _____

Address _____

City/State/Zip _____

Phone and E-mail _____

PURCHASE ORDER – TERMS AND CONDITIONS OF SALE

Mail or fax to: Washington State Crop Improvement Association (WSCIA) Foundation Seed Service
2575 NE Hopkins Ct., Pullman WA, 99163 • Fax: (509) 335-7007

Please Note: If you place an order by phone or e-mail, WSCIA will still need a *signed copy* of this form showing that you agree to the terms and conditions as stated below. If the signed copy is not received by WSCIA within 14 days of your order, WSCIA may terminate your order without notice.

- 1) This Purchase Order can only be changed or canceled if the purchaser notifies WSCIA within 7 days after this order is placed.
- 2) Payment for seed is due within 30 days of invoice date. An 18% finance charge will be applied to all invoices not paid within 30 days of invoice date, with minimum finance charge of \$5.00.
- 3) **Due to the cost and risk involved in producing seed, WSCIA requires** at its discretion **and purchaser herby agrees, that any purchaser ordering seed in advance (“Year-in-Advance” order) must deposit 20% if required by WSCIA-FSS of the posted Foundation seed price with the seed order. The purchaser must also take delivery of, and pay for, 100% of seed ordered.**
- 4) WSCIA cannot, and does not guarantee the availability of any seed order. Therefore, if seed of a marketable quality is not available upon order, WSCIA in its sole discretion will choose whether to allow the purchaser to change, cancel or reconfirm the seed order beyond the change deadlines listed in Paragraph 1 above. Said changes will only be allowed if placed in writing and signed by WSCIA and the purchaser.
- 5) No seed orders will be returned or resold without prior written approval of WSCIA which WSCIA may withhold for any reason.
- 6) All Foundation class seed of allocated varieties must be used as Foundation seed only, and will not be reclassified to Registered or Certified seed without written approval of WSCIA.
- 7) Seed is priced F.O.B. the storage location. All freight arrangements and/or charges are the sole responsibility of the purchaser. If someone other than the purchaser is to pick up the seed order, WSCIA must be notified in advance, in writing, of the name of the person or persons picking up the order.
- 8) Once the seed order has been loaded for the purchaser, WSCIA is released from any and all responsibility for the seed.
- 9) All special orders, such as orders of any variety of seed not listed on WSCIA’s advance order form, will have additional charges including, but not limited to, freight charges, in addition to the established price set by the WSCIA Board of Directors.
- 10) If a seed shortage exists relative to a particular variety, the seed will be allocated among those ordering it according to WSCIA’s Allocation Policy (11/18/02) which is incorporated herein by this reference. A copy can be obtained by contacting WSCIA.
- 11) **Limited Warranty:** WSCIA warrants, ***to the extent of the purchase price only***, that the seeds WSCIA sells will be labeled as required by law and will conform to the label description within the recognized tolerances in the seed industry and its standards. **WSCIA DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE/USE.**
- 12) **WSCIA HAS MADE EFFORTS TO MINIMIZE THE POSSIBILITY OF OUT CROSSING, HOWEVER, WSCIA SELLS ALL SEEDS IN AS-IS CONDITION/Form** AND IS NOT RESPONSIBLE FOR ANY OUT-CROSSING WHICH HAS OCCURRED, MAY OCCUR, OR WILL OCCUR IN ANY FOUNDATION SEED PRODUCTION FIELD. THE PURCHASER OF THE SEED AGREES TO ASSUME THE RESPONSIBILITY OF REMOVING ANY VISUALLY OFF-TYPE SEED(S) WHICH MAY HAVE RESULTED FROM A CROSS-POLLINATION EVENT TO THE EXTENT THAT CERTIFICATION STANDARDS ARE MET.
- 13) **LIMITATION OF LIABILITY: THE PURCHASER’S SOLE AND EXCLUSIVE REMEDIES FOR ANY AND ALL DAMAGES SUSTAINED AND/OR LOSSES SUFFERED WITH RESPECT TO THE PURCHASE AND/OR USE OF THE SEED ORDERED FROM WSCIA, WHETHER BY WSCIA’S BREACH OF WARRANTY, NEGLIGENCE, OR ANY BREACH OF ANY OTHER DUTY, IS LIMITED TO THE FOREGOING WARRANTY AND SHALL BE, AT WSCIA’S SOLE OPTION, LIMITED TO THE RECOVERY OF AN AMOUNT NOT TO EXCEED THE ORIGINAL PURCHASE PRICE OF THE SEED.**
- 14) **LIQUIDATED DAMAGES:** The parties agree that should Purchaser fail to pay for and accept the seed per the terms of this agreement, that WSCIA’s damages are difficult to ascertain in advance. The difficulty of ascertaining damages is partly due to the uncertainty of whether and to what extent WSCIA can mitigate its damages. Therefore, the parties agree that establishing liquidated damages remedy will lead to greater certainty of the parties’ rights. The agreed liquidated damages is 80% of the original sales price or a lesser amount in WSCIA’s determination.
- 15) This agreement shall be governed by the laws of the State of Washington and venue for any action shall lie in Superior Court for Whitman County, Washington. This agreement may be subject to mediation according to Chapter 49 of Title 15 of the Revised Code of Washington. In any action to enforce this agreement, the prevailing party shall be entitled to its reasonable attorney fees and costs.

Purchaser’s Signature

date

WSCIA

date

Purchaser’s Name

WSCIA Name