UCDAVIS
Foundation Plant Services

FOUNDATION PLANT SERVICES
UNIVERSITY OF CALIFORNIA, ONE SHIELDS AVE., DAVIS CA 95616-8600
PHONE: (530)752-3590 EMAIL: fps@ucdavis.edu Web: http://fps.ucdavis.edu

FPS **STRAWBERRY** MATERIAL ORDER FORM

Company Information

Company Name: _____
Contact Person: _____
Phone :_____
Email:_____

Address

Street: _____
_____
City: _____
State: _____
Postal Code: _____
Country: _____

Shipping Address

Complete only if different from company address

Company Name: _____
Contact Person: _____
Phone: _____
Email: _____
Street: _____
City:_____
State:_____
Postal Code:_____
Country:_____

Shipping notes & order comments:

Payment Method:

- ☐ Wire transfer (International orders only)
- ☐ Credit card (will incur 5% service fee)
- ☐ Check (US orders only)

Preferred distribution date: _____

Distribution method (check one below)

- ☐ Pick up at FPS

Ship to my address (*in-vitro* materials only):

- ☐ Fedex Overnight (Within US only)
- ☐ Fedex International (International Only)
- ☐ DHL (International Only)

ORDER WILL NOT BE PROCESSED UNLESS THE BUYER COMPLETES THIS FORM, SIGNS THE GROWER AGREEMENT, AND RETURNS THE SET TO FPS.

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STRAWBERRY MATERIAL ORDER FORM

Cultivar, Selection #	Quantity	Unit Type

FPS GROWER AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20 _____, by and between

_____("Grower") and the Regents of the University of California ("University"), in behalf of its Foundation Plant Services ("FPS").

WHEREAS, FPS desires to provide for the propagation and distribution of certain special clones of various plant materials maintained at the University's Davis campus, and

WHEREAS, Grower desires to propagate and sell said clones;

NOW, THEREFORE, the parties agree as follows:

1. FPS shall deliver to Grower all those materials listed on the order form that are currently available. After delivery, FPS shall send Grower an invoice for the materials supplied; said invoice shall then become a part of this Agreement. All materials are shipped F.O.B. Davis. Buyer agrees to pay all costs of transportation and assumes all risks during shipment. A storage charge may be made for material not picked up within 30 days of notification that material is ready.

2. Grower agrees to pay for said materials at FPS prices on the date of the order by sending checks made payable to The Regents of the University of California to FPS, University of California, One Shields Ave., Davis, 95616-8600. A 50% prepayment (100% for foreign orders) should be sent with the order; the balance is due within sixty (60) days after delivery. FPS may charge for costs incurred if order is changed by customer.

3. Grower also agrees to pay to FPS by May 15 of each year a user fee of four cents ($.04) for each propagative unit from all generations propagated from FPS grape materials which are sold, exchanged, or retained by Grower during the preceding calendar year, along with documentation from Grower's records supporting the amount of Grower's payment. A propagative unit is defined for purposes of this Agreement as the smallest vegetative unit used to produce a new plant, or as any unit derived in any way from the plant material provided hereunder, including transfer of genetic material whether by traditional breeding or biotechnology techniques including, but not limited to a cutting, rooting, benchgrafted vine, graftstick, or budstick or transfer of genetic material by any means. The user fee will not be charged for UC-patented material; charges for UC-patented items will be covered by a patent license agreement.

4. Grower shall maintain FPS identification in her/his plantings under this Agreement and shall, in accordance with generally accepted accounting standards, maintain records of all propagative units for which user fees are required. Plantings and records, including registration and certification records of the California Department of Food and Agriculture, shall be open to inspection and audit by an authorized FPS representative during normal business hours.

5. This Agreement shall be in effect for a term of ninety-nine (99) years from the date of execution or the life of the planting, whichever is longer, and shall be binding on the heirs, successors and assigns of the parties.

6. Grower agrees to purchase all plant material "AS IS" AND "WITH ALL FAULTS."

As to registered material, The University has attempted to locate and identify plant material which is true to variety and has tested negative on specific virus indicators. The University makes no warranty, express or implied, regarding plant material sold hereunder.

The University disclaims any warranty of merchantability or fitness for a particular purpose or any further obligation or liability on the part of the University. The University further disclaims liability for any loss or damage, consequential or otherwise, resulting from damaged or defective plant materials.

It is understood and agreed that the University will not be responsible for any loss sustained by reason of defects or problems developed or discovered after the plant materials provided hereunder have matured. The University is not responsible for any latent defect in plant materials sold. The University is not responsible for any genetic defect or other defect which occurs or which becomes manifest after the sale of plant materials or which occurs or becomes manifest in progeny of materials sold hereunder.

It is understood and agreed that in no case will the purchaser of plant material be entitled to other than a refund of the purchase price thereof or, at the option of the University, replacement of plant materials.

7. This constitutes the entire understanding between the parties of this matter and supersedes all other agreements, written or oral, between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

GROWER	**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**
_____	_____
Signature	FPS Business Office Representative