

AGREEMENT FOR CERTIFICATION

THIS AGREEMENT entered into this _____ day of _____, 20 _____, by and between the University of Wyoming Seed Certification Service; (hereinafter referred to as "University"), and _____ (hereinafter "Grower").

WHEREAS, Grower desires to have University test and inspect certain seed lots for purposes of certification pursuant to the authority contained in Section 11-12-119 Wyoming Statutes, 1977; and

WHEREAS, Grower recognizes and acknowledges that in providing the certification of inspection, University is unable to guarantee or make any representations that seed lots are completely free from defects or disease;

NOW THEREFORE, in consideration of the foregoing it is hereinafter agreed as follows:

1. By making application for inspection, testing and certification of seed lots Grower agrees to conform to all requirements and regulations promulgated by University in relation thereto.
2. Grower recognizes and acknowledges that the University may charge reasonable fees for conducting the certification program, and shall use the funds received to defray the cost of conducting the certification program.
3. Upon conformance to the requirements and regulations, and the payment of the required fee, University will undertake to perform the inspection, testing and certification of the submitted seed lots.
4. Grower recognizes and acknowledges the University tests random samples from each lot and is unable to guarantee that certified seed lots are completely free from any and all defects including, but not limited to disease, rot or noxious weed. Grower therefore hereby releases and waives any claim Grower may have against University, or their trustees, officers, employees and agents, from any and all liability which may result from negligent inspection, testing or certification of any seed lot submitted for any damages in excess of the market value of the said lot, valued at the date of certification.
5. It is understood by Grower that "certification" of any seed lot by University means only that the certified seed lot has been visually inspected and that random samples have been tested and have been found to be in compliance with applicable standards as set forth by the Wyoming Seed Certification Service. "Certification" of any lot is not a guaranty or warranty that the certified lot is free from defects such as disease, rot or noxious weeds.
6. University makes no warranty of any kind expressed or implied, concerning the analysis of the lot of seed inspected and/or the certification issued as a result thereof except as may be mentioned in paragraph 4 above.
7. University does hereby preserve to its benefit, as well as to the benefit of those trustees, officers, employees and agents of University, the defense of Sovereign Immunity and all other defenses to which it may be entitled under the laws of the State of Wyoming.
8. Any actions or claims against University under this agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, Section 1-39-101, et seq., Wyoming Statutes, 1977.
9. The parties hereto agree that (i) the laws of the State of Wyoming shall govern this agreement, and (ii) any questions arising hereunder shall be construed according to such laws, and (iii) that this agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of the State of Wyoming.

THE ABOVE APPLICANT HAS READ AND UNDERSTANDS THE ITEMS AND CONDITIONS OF AGREEMENT FOR CERTIFICATION AS PRINTED ABOVE AND AGREES TO ABIDE BY SAID AGREEMENT.

SIGNATURE _____

DATE _____