

Nursery-Buyer Contract

By signing this form, you are consenting to the terms as described below.

Cost & Payment

- All sales must be **paid in full** at the time of pickup, or before product will be delivered or shipped. The cost of each spool is **COST**.
- Orders requiring delivery/shipping will have delivery/shipping costs added to an additional invoice.
- A **COST** per-spool refundable deposit is due in cash at the time of pick up.

Expectations of the Nursery

- We will grow spools for you based on the **confirmed** order of spools from the beginning of the season. We will only have the number of spools that we confirmed, which may be a lower number than your original request was for.
- We will only sell spools with a high quality ranking (8+), based on the criteria outlined in the **Spool Quality Assessment Guide**. The cost of lower quality spools will be prorated based on their quality. The quality of a spool is only guaranteed during the suggested pickup window.
- In the instance of seed failure or contamination outbreaks during the season, we will notify you as early as possible and let you know how it impacts your order.
- If you require your spools to be shipped, we will first send you pictures of each of your spools and ask for your confirmation of quality. Once accepted, we will package and ship your spools based on our shipping methods, unless otherwise requested. Once the spools leave our facility, we are no longer responsible for them. Shipping spools, rather than pick-up, is risky; that risk is assumed by the buyer.

Expectations of the Buyer

- The buyer is obligated to purchase the number of spools that is indicated on their order confirmation, so long as the nursery is providing high quality seed. Exceptions may be possible, but are not guaranteed. If the buyer's plan changes after the start of the nursery season, they should let the nursery know as soon as possible to discuss.
- The buyer has the right to, and should, reject a spool at pickup if they don't agree with the quality evaluation. This right is waived if the farmer is receiving spools as a shipment from the nursery, but they will be provided pictures of the spools prior to shipping and can decline them based on quality at that time.
- The buyer is responsible for bringing a cooler and cold packs to the nursery facility at the time of pickup. The nursery will not provide additional packing, insulation, or cooling packs. Please refer to the spool transportation guidelines if you are unsure what packaging to bring.
- PVC spools are to be returned within 30 days of outplanting, your deposit will be returned at this time. If the spools are returned after 30 days, a returned spool deposit is not guaranteed.

For questions, contact **NAME** at **NURSERY**.

Buyer signature: _____ Date: _____.

Nursery operator signature: _____ Date: _____.