

DP Seeds LLC.

GROWERS RISK AGREEMENT IN THE USE OF WATERMELON SEED SOLD AND / OR SAMPLED BY DP SEED LLC.

DUE TO AN ADVERSE LEGAL CLIMATE IN THE STATES OF NORTH CAROLINA AND SOUTH CAROLINA, WE DO NOT RECOMMEND OUR WATERMELON SEED BE SOLD IN THESE STATES.

Watermelon seed sold or sampled by DP SEED LLC. has been tested for the presence of seed borne Bacterial Fruit Blotch (*Acidovorax Avenae*, sub spec. *Citrulli*) and Gummy Stem Blight (*Didymella Bryoniae*). No symptoms of either disease were found in 50,000 seeds tested through pathology testing and grow out. An accredited seed pathology laboratory using the most current and accepted methods available has done all testing. DP SEED LLC. does not warrant that its seed lots are completely free from the Watermelon Bacterial Fruit Blotch or Gummy Stem Blight. All warranties, express or implied, including warranty of merchantability and fitness for a particular purpose, are disclaimed. In no event, shall DP SEED LLC. be liable for any incidental or consequential damages, including without limitation, lost profits.

The Buyers sole and exclusive remedy for any claim or loss resulting from the use of any seed from any lot sold by DP SEED LLC., its dealers, agents and representatives, is limited to repayment of the purchase price. BY ACCEPTING WATERMELON SEED SOLD OR SAMPLED BY DP SEED LLC., GROWER EXPRESSLY ASSUMES ALL RISK THAT THE WATERMELON SEED MAY CONTAIN DISEASES, INCLUDING, WITHOUT LIMITATION, WATERMELON FRUIT BLOTCH AND/OR GUMMY STEM BLIGHT.

1. Watermelon Fruit Blotch (WTB) and Gummy Stem Blight (GSB) have been discovered in some commercial watermelon crops in the U.O. in which severe damage was caused by this bacteria and/or fungi. It is suspect that these diseases can be spread through water, seed, implements, transplants or other cultural practices. Control methods are currently being studied and developed. These devastating diseases are an industry wide problem and a group of plant pathologists are currently working with seed companies, transplant firms and commercial growers to find solutions to this important problem. At the present time, there is no reliable or infallible test available to fully identify infected seed lots. DP SEED LLC. warrants its watermelon seed only to the extent that the seed in the container conforms to the label thereon.

2. It is expressly understood that this document is to be interpreted and governed according to the laws of the State of Arizona. The undersigned expressly agrees that, in the event of any litigation between the parties to this document arising out of, related to, in connection with, or in violation of any of the terms of this document, venue shall be strictly and only in the County of Yuma, State of Arizona.

3. The grower or duly authorized party representing the grower warrants that he/she is duly authorized to bind the entity on whose behalf he/she is signing to the terms of this agreement and that he/she is purchasing the seed for his/her (Growers) own use and that the seed will only be used for plantings on his/her own holdings. The grower expressly warrants that he/she will not transfer seed and/or seedlings grown from this seed, in any manner, way or form to another party.

4. EXPRESS AGREEMENT TO INDEMNIFY DP SEED LLC. The undersigned agrees to indemnify, defend and hold DP SEED LLC., its officers and its representatives harmless from and against any claim that may ever be brought that relates in any way to the seed purchased or received as samples by the undersigned. This indemnity agreement includes, with limitation, any claim arising from allegedly diseased plants or fruit grown from watermelon seed.

5. Together with the invoice or sample order form reflecting the undersigned's receipt of seed, this document contains the entire agreement between the undersigned and DP SEED LLC. It is expressly understood and agreed that this document may not be amended or otherwise altered except by writing executed by an authorized representative of DP SEED LLC. This document and the invoice or sample order form reflecting the undersigned's receipt of seed supersede all prior agreements, understandings and representations concerning the subject matter hereof.

6. The undersigned stipulates that the terms of this document are clear, understandable and unquestionable and pertain totally to the matter of this document. That he/she fully understands the implication of this document and agrees to all terms and conditions of this agreement without recourse. The undersigned agrees that this document is a matter of law and agrees that no parol or oral evidence shall be admissible to interpret the terms of this document.

7. In the event of any dispute between the undersigned and DP SEED LLC. arising out of, relating to or in connection with the terms of this document, the prevailing party shall be entitled to recover its attorney's fees, costs (whether taxable as such or not), and necessary disbursements.

8. This document may be pleaded as a full and complete defense to and may be used as the basis for an injunction against any action, suit or other proceedings which may be instituted, prosecuted or attempted in breach of this document.

9. Each term, clause and provision of this document is separate and independent. Should any term, clause or provision of this document be found to be invalid the validity of the remaining terms, clauses and provisions shall not be affected.

10. The undersigned represents and warrants that he/she has carefully read this document, has had a full and complete opportunity to consult with anyone, including legal counsel of his/her choice, regarding this document, knows and understands what is in the document and willingly enters into this agreement freely and voluntarily.

I HAVE CAREFULLY AND FULLY READ AND UNDERSTAND THIS DOCUMENT AND I FREELY AND VOLUNTARILY AGREE TO ITS TERMS, WITHOUT RECOURSE WHATSOEVER.

Please fill out completely and sign below.

Customer Name _____

Address 1 _____

Address 2 _____

City _____

State _____ Zip _____

Phone # _____

Fax # _____

Printed Name _____

Title _____

Signature _____

Date _____

Variety	Lot	Quantity