

SEED SALES AGREEMENT
for Purchase of Seed from Go Farm Hemp LLC

This agreement is made by and between Go Farm Hemp LLC (further referred to as "GFH") and the individual, company or entity _____ (further referred to as "Buyer") for the purpose of purchasing seed and/or material from GFH. All parties guarantee that they are appropriately state licensed/registered entities operating research programs in compliance with Section 8606 of the 2014 Farm Bill. GFH asks that the Buyer agree to the following before the Buyer receive the seeds and/or material being purchased from GFH:

1. Buyer agrees that the purchased seed is for only the Buyer's own use. Buyer may use GFH seed in the reproduction of seed for only the Buyer, neither seed nor reproduced seed is to be used in the production of seed for resale or barter.
2. Buyer agrees not to sell, exchange, lease, donate or otherwise make available to any third party cuttings, tissue, seeds, or pollen for the purpose of multiplying or maintaining seeds or derivative plants in their fundamental characteristic form or for the creation of new hybrid lines derived from original seeds and/or material supplied by GFH. Buyer is hereby informed that no property rights, seed productive rights, or seed multiplication rights, for resale or barter, are given to the Buyer by GFH. Transfer of seed and/or material to any third party is expressly prohibited.
3. Buyer acknowledges that transfer of seed and/or material by GFH to Buyer is for hemp research production purposes allowed under Section 7606 of the 2014 Farm Bill.
4. Buyer assumes all liability for damages that may arise from use, storage, or disposal of seed and/or material. GFH will not be liable to Buyer for any loss, claim, or demand made by the Buyer, or made against the Buyer by any other party due to or arising from the use, storage, or disposal of the seed and/or material. The Buyer agrees to indemnify, hold harmless, and defend GFH against any claims, costs, or other liabilities which may arise as a result of Buyer's use, storage, or disposal of seed and/or material.
5. Buyer agrees to indemnify GFH for reasonable attorney fees and costs of litigation based on or arising from Buyer's misuse of seed and/or material according to these agreed upon terms in this document.
6. All information relating to varieties, varietal characteristics or periods of maturity and all descriptions and illustrations contained in the GFH catalog, price list, and advertisements or otherwise communicated to the Buyer are intended to present merely a general idea of the seed and/or material described and shall not form part of the agreement or constitute a representation.
7. Disease of plants can be transmitted by wind, insects, animals, or by human agencies and can be seed or soil borne. GFH believes the seed and/or material transferred subject to the agreement to be free from latent defect. It is not a condition of transfer or a warranty that any seed and/or material is free from such defect.

8. Seed and/or material will perform differently in different growing environments and therefore no warranty can be given as to the nature, size, or appearance of any plants grown from the seed and/or material. Buyer shall be solely responsible for determining whether or not the anticipated growing conditions are suitable for the seed and/or material and any advice given by GFH in this respect shall be given without liability to GFH and shall not be deemed to be a representation.

9. The Buyer shall acknowledge GFH as the supplier of the seed and/or material in any publications that results from the Buyer's use of the seed and/or material, and shall provide GFH with copies of the relevant publications.

10. Before GFH can transfer seed and/or material, the Buyer or other authorized official of the Buyer's organization must sign and deliver this Seed Sale Agreement by email to GFH at the following address: ps@gofarmhemp.com

CERTIFICATION BY BUYER OR OTHER AUTHORIZED OFFICIAL:

Signature: _____ Date: _____

Printed name: _____

Organization: _____

Title: _____