

## HEMP SEED SALES AGREEMENT

This Hemp Seed Sales Agreement (“Agreement”) is made by and between Two Guy One Farm LLC (“TGOF”), an Oregon limited liability company and \_\_\_\_\_ (“Purchaser”). The effective date of this Agreement is \_\_\_\_\_.

TGOF ODA Hemp License # \_\_\_\_\_

**SEED PURCHASER:**

Company/Farm name: \_\_\_\_\_

Authorized Signer: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

Hemp license Registration # and State \_\_\_\_\_

Issue date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**SEED ORDER:**

SEED AMOUNT	VARIETY/TYPE	COST PER SEED

**TOTAL COST: \$** \_\_\_\_\_

**Payment Terms:** \_\_\_\_\_

**AGREEMENT:**

The parties to this Agreement agree to the following terms and conditions before the Purchaser receives the hemp seed (the “Seed”) purchase listed above:

1. The parties to this Agreement covenant that they are state licensed/registered entities in compliance with federal and state laws, including the 2014 and/or 2018 Farm Bills.

2. Purchaser assumes all liability for damages that may arise from use, storage, or disposal of the Seed. TGOF will not be liable to Purchaser for any loss, claim, or demand made by the Purchaser, or made against the Purchaser by any other party due to or arising from the use, storage, or disposal of the Seed. The Purchaser agrees to indemnify, hold harmless, and defend TGOF against any claims, costs, or other liabilities that may arise as a result of Purchaser's use, storage, or disposal of the Seed.
3. Purchaser agrees to indemnify TGOF for reasonable attorney fees and costs of litigation based on or arising from Purchaser's misuse of seed according to the said terms.
4. All information relating to varieties, varietal characteristics or periods of maturity and all descriptions and illustrations contained in TGOF's catalog, price list, and advertisements or otherwise communicated to the Purchaser are intended to present merely a general idea of the Seed described and shall not form part of the agreement or constitute a representation.
5. Disease of plants can be transmitted by wind, insects, animals, or by human agencies and can be seed or soil borne. TGOF believes the Seed transferred subject to this agreement to be free from latent defect. It is not a condition of transfer or a warranty that any the Seed is free from such a defect.
6. The Seed 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. Purchaser shall be solely responsible for determining whether or not the anticipated growing conditions are suitable for the Seed and any advice given by TGOF in this respect shall be given without liability to the TGOF and shall not be deemed to be a representation.
7. Purchaser acknowledges that the Seed provided by TGOF is not proprietary (i.e. it is "open source") and the Purchaser is free to utilize the Seed in any manner of use, except that the Purchaser cannot patent or seek any proprietary protections of the Seed.
8. TGOF MAKES NO WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED, ORAL, WRITTEN OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO NON-INFRINGEMENT, TITLE, PATENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING BY CUSTOM, TRADE USAGE, PROMISE, EXAMPLE OR DESCRIPTION; ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY TGOF AND WAIVED BY CLIENT. TGOF's employees are not authorized to enter into agreements outside these Terms or to make any warranties or representations of any kind with respect to the Services.
9. Notwithstanding anything to the contrary contained in this Contract, TGOF and Purchaser waive all claims against each other (and against each other's parent Purchaser, affiliates, contractors, subcontractors, consultants, agents and vendors) for any consequential, incidental, indirect, special, exemplary or punitive damages (including but not limited to, loss of actual or anticipated profits, revenues or Services; or loss of use), and regardless of whether any such claim arises out of breach of contract, tort, Services liability, indemnity, contribution, strict liability or any other legal theory. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT

LIABILITY, OTHER TORT OR OTHERWISE), SHALL TGOF'S CUMULATIVE LIABILITY TO CLIENT EXCEED THE PRICE OF THIS CONTRACT.

10. Purchaser covenants and agrees to indemnify, defend and hold harmless TGOF and its affiliates, subcontractors, vendors, officers, directors, employees, agents, consultants and representatives (collectively, the "Indemnitees") from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), causes of action, proceedings, losses, expenses, damages or penalties, including without limitation court costs and reasonable attorneys' fees (collectively, "Claims").
11. Purchaser is responsible for complying with any and all applicable federal, state and local laws, codes, ordinances, rules, regulations, and administrative orders, including, without limitation, export and import laws, rules and regulations and any and all other product safety laws, rules and regulations.
12. This Contract shall be governed by and construed in accordance with the laws of the State of Oregon. The venue for any dispute arising from this Agreement shall be held place in Benton County, Oregon.
13. ALL SALES ARE FINAL.

I have read and understand the conditions outlined in this Agreement and I agree to fully abide by them in the receipt and use of the Seed.

**Company/Farm:** \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Two Guys One Farm LLC:**

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_