



WSU Clean Plant Center Northwest for Grapevines Purchase Agreement

THIS AGREEMENT (the "Agreement") is made this _____ day of _____, 20____, by and between _____ ("Purchaser") and Washington State University ("WSU"), an institution of higher education and agency of the state of Washington, by and through its Clean Plant Center Northwest for Grapevines ("WSU/CPCNW-Grapevines").

WHEREAS, WSU/CPCNW-Grapevines desires to provide for the propagation and distribution of selections of various grape plant material maintained at the WSU/CPCNW-Grapevines vineyard located at WSU - Irrigated Agriculture Research and Extension Center ("IAREC"), 24106 N. Bunn Road, Prosser WA 99350-8694; and

WHEREAS, Purchaser desires to propagate and use or sell said plant material;

NOW, THEREFORE, the parties agree to as follows:

1. WSU/CPCNW-Grapevines shall deliver to Purchaser only material indicated on the CPCNW-Grapevine Invoice. All plant material is sold F.O.B. WSU-IAREC. Purchaser agrees to pay all costs of delivery and assumes all risks during shipment. A storage charge may be made for plant material not picked up within 30 days of notification that plant material is ready.
2. Purchaser agrees to pay for said materials at WSU/CPCNW-Grapevine prices in effect on the date of the order. Material will be delivered upon receipt of payment in-full and a signed Purchase Agreement. Checks must be made payable to **WSU/CPCNW-Grapevines**, at WSU-IAREC, 24106 N. Bunn Road, Prosser WA 99350-8694. Purchaser may elect to pay via credit card only through the WSU online payment site.
3. This Agreement shall be in effect for a term of ninety-nine (99) years from the date of execution or the life of the planting, whichever is longer, and shall be binding on the heirs, successors, and assignees of the parties.
4. Purchaser agrees to purchase all plant material "as is" and "with all faults, known or unknown."

As to registered plant material, WSU/CPCNW-Grapevines has attempted to locate and identify plant material which is true to variety and selection/clone, and has tested negative for required viruses and crown gall bacterium. However, WSU/CPCNW-Grapevines does not guarantee the performance of the plant material or fruit nor its freedom from other pests and/or diseases. WSU makes no representations and extends no warranties of any kind, either express or implied, including the warrant that the plant material will not infringe any patent, copyright, trademark, or other intellectual property rights. WSU further disclaims liability for any loss or damage, consequential or otherwise, resulting from damaged or defective plant material. WSU is not responsible for any latent defect in plant materials sold, nor is WSU responsible for any genetic defect or other defect which occurs or which becomes manifest after the sale of plant material or which occurs or becomes manifest in progeny of plant material sold hereunder.

It is understood and agreed that the sole remedy of the purchaser of the plant material will be replacement of plant material or, at the option of WSU/CPCNW-Grapevines, refund of the purchase price thereof.

5. This constitutes the entire understanding between the parties of this matter and supersedes all other agreements, written or oral, between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date above written.

PURCHASER:

WSU/CPCNW-Grapevines:

Print name of company

Purchaser Address

Signature / Date

Printed name of signatory

Signature / Date

Chris Johnson, Director of Administrative Services