

BUYER-SELLER AGREEMENT

TO: CALIFORNIA NURSERY STOCK PURCHASER

The Pest Exclusion/Nursery Program of the California Department of Food and Agriculture (CDFA), working cooperatively with the County Agricultural Commissioners, coordinates the inspection of nursery stock by the Agricultural Commissioners to ensure compliance with pest cleanliness, labeling and quality standards.

Section 3060.4 (1) (D) of the California Code of Regulations (CCR) administered by CDFA provides that nursery stock which does not meet the standards of pest cleanliness prescribed in Section 3060.2 shall not be sold except by a written agreement between the buyer and the seller which discloses the following: 1) failure to comply with the standards of cleanliness, 2) affirmation of the buyer's agreement to purchase the stock on an "as is" basis, and 3) written agreement by the destination county Agricultural Commissioner that the stock is for planting by the buyer or for resale at retail for non-farm use in the destination county or state.

The enclosed notice is being provided as official notification that the nursery stock being purchased does not meet the standards of cleanliness prescribed in Section 3060.2 (CCR).

NOTIFICATION OF STATUS OF NURSERY STOCK

In compliance with the California Code of Regulations, you are being notified that the nursery stock you are intending to purchase has been found to be infected/infested with _____

_____. In addition you agree to the following stipulations:

1. The nursery stock is being purchased on an "as is" basis.
2. A) The nursery stock is to be planted by the buyer and be available for inspection at the following location :

 Address of Planting Site

OR

 B) The nursery stock is to be sold at retail at the following location(s) (for non-farm planting):

 Name and Address of Retail Establishment(s)
3. Upon arrival at destination the nursery stock must be held for inspection by the Agricultural Commissioner.

This notice must be agreed to and signed by the origin and destination County Agricultural Commissioners and by the buyer and seller.

_____ Origin Agricultural Commissioner's Signature	_____ Destination Agricultural Commissioner's Signature
_____ County	_____ County
_____ Date	_____ Date
_____ Seller's Name	_____ Buyer's Name
_____ Telephone #	_____ Telephone #
_____ Seller's Signature	_____ Buyer's Signature
_____ Date	_____ Date
_____ Seller's Business Address	_____ Buyer's Business Address

INSTRUCTIONS FOR BUYER-SELLER AGREEMENT

These instructions are provided to assist Agricultural Commissioners and their staff with proper and uniform administration of the requirements of this Agreement. The purpose of the Agreement is to allow nursery stock not meeting the standards of pest cleanliness to be sold into another county provided the buyer and the destination Agricultural Commissioner agree to accept the nursery stock and the provisions under which it may be sold.

Procedures for Origin Agricultural Commissioner:

1. Explain to nursery owner or manager (seller) the requirements of buyer/seller, origin/destination Agricultural Commissioner's Agreement.
2. Communicate with destination Agricultural Commissioner for approval, to obtain information on destination location, and to finalize the Agreement.
3. Facilitate execution of the Agreement by obtaining the name, address and signature of seller on the Agreement. Enter origin Agricultural Commissioner's information, including the name of the pest found in the appropriate space.
4. Issue Nursery Stock Notice of Noncompliance (Form 64-006) to cover the nursery stock not in compliance and attach or assure attachment of Noncompliance Warning tags (Form 64-013) to the stock.
5. Maintain a record of the Agreement for at least five years.

Procedures for Destination Agricultural Commissioner:

1. Explain to buyer the reason(s) for Agreement and stipulations that must be followed.
2. Obtain the specific address and location of planting site from the buyer. Approve planting site before execution of Agreement.
3. If stock is for resale for non-farm planting within the county, review with the buyer as to how sales will be controlled to help assure that stock will not be sold to customers who will plant it in locations outside the county.
4. Communicate with origin Agricultural Commissioner to finalize the agreement.
5. Inform buyer of the need to hold nursery stock upon arrival and to call for inspection.
6. Facilitate execution of the Agreement. Obtain name, address and signature of buyer in the space provided and complete the destination Agricultural Commissioner signature blocks on the Agreement.
7. Inspect the stock upon arrival to ascertain and assure that the stock has been delivered in compliance with the requirements and that the quantities, kinds, etc. conform to that described in the Agreement.
8. Maintain a record of the Agreement for at least five years.

Storage/Other Handling Requirements

Any nursery stock sold under this Agreement must have the following:

1. Identity of the stock maintained.
2. If placed into cold storage, the storage company must be aware of the Agreement and have a copy of it prior to stock entering storage (to ensure identity and correct handling).
3. If storage is in another county, approval of the destination county Agricultural Commissioner must be obtained prior to storage.