

Material Transfer Agreement for Requesting Plant Materials from Nevada Crest Farms

This Material Transfer Agreement ("MTA") is made by and between Nevada Crest Companies LLC dba Nevada Crest Farms ("NCF") and _____ ("RECIPIENT"). All parties guarantee that they are state licensed / registered companies operating research programs in compliance with the 2018 Farm Bill. RECIPIENT agrees to the following before the RECIPIENT receives plant materials ("MATERIAL") requested from NCF:

1. RECIPIENT warrants that the transfer of MATERIAL is not for the purpose of seed multiplication, creation of new hybrid lines derived from MATERIAL, inbreeding of MATERIAL, or use in the production of seed for resale or barter.
2. RECIPIENT 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 MATERIAL supplied by NCF. RECIPIENT is hereby informed that no property rights, seed reproducve rights, or seed multiplication rights are given to the RECIPIENT by NCF and transfer of MATERIAL to any third party is expressly prohibited.
3. RECIPIENT acknowledges that transfer of MATERIAL by NCF to RECIPIENT is for hemp research production purposes allowed under Section 7606 of the 2014 Farm Bill.
4. RECIPIENT assumes all liability for damages that may arise from use, storage, or disposal of MATERIAL. NCF will not be liable to RECIPIENT for any loss, claim, or demand made by the RECIPIENT, or made against the RECIPIENT by any other party due to or arising from the use, storage, or disposal of the MATERIAL. The RECIPIENT agrees to indemnify, hold harmless, and defend NCF against any claims, costs, or other liabilities that may arise as a result of RECIPIENT's use, storage, or disposal of MATERIAL.
5. RECIPIENT agrees to indemnify NCF for reasonable attorney fees and costs of ligation based on or arising from RECIPIENT's misuse of MATERIAL according to the said terms.
6. All information relating to varieties, varietal characteristics, or periods of maturity and all descriptions and illustrations contained in NCF's catalog, price list, and advertisements or otherwise communicated to the RECIPIENT are intended to present merely a general idea of the 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. NCF believes the MATERIAL transferred subject to this agreement to be free from latent defect. It is not a condition of transfer or a warranty that any MATERIAL is free from such a defect.
8. 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 MATERIAL. RECIPIENT shall be solely responsible for determining whether or not the anticipated growing conditions are suitable for the MATERIAL and any advice given by NCF in this respect shall be given without liability to NCF and shall not be deemed to be a representation.

9. The RECIPIENT shall acknowledge NCF as the supplier of the MATERIAL in any publications that results from the RECIPIENT's use of the MATERIAL, and shall provide NCF with copies of the relevant publications.

10. RECIPIENT acknowledges that the MATERIAL provided by NCF is subject to one or more pending patents and contains heritable genomic markers identified and used exclusively by NCF. Any breeding with the MATERIAL is, therefore, traceable and such violations will be pursued to the full extent of the law.

11. Before NCF can transfer MATERIAL to the RECIPIENT, or other authorized officials of the RECIPIENT's organization, the MTA must be signed and delivered by email to NCF at the following address: MTA@NevadaCrestFarms.com

CERTIFICATION BY RECIPIENT OR OTHER AUTHORIZED OFFICIAL: 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 MATERIAL.

Signature:

Name and Title:

Organization:

Date: _____