



2024-2025

www.neseed.com

RELEASE OF NE SEED FROM ANY LIABILITY FOR WATERMELON FRUIT BLOTCH, GUMMY STEM BLIGHT AND OTHER DISEASES

I/We, the buyer(s), do hereby acknowledge and recognize that Watermelon Fruit Blotch and Gummy Stem Blight are risks of watermelon cultivation, whether for commercial or personal use. I/We, the buyer(s), do hereby acknowledge and recognize that there are many potential sources of Watermelon Fruit Blotch bacteria, Gummy Stem Blight and other diseases.

In purchasing seeds from NE SEED, I/We, the buyer(s), do hereby recognize that despite NE SEED's quality control procedures, there is always a small possibility that some of the hybrid watermelon seeds sold by NE SEED may have been, at some point, unbeknownst to NE SEED, exposed to and infected with Watermelon Fruit Blotch, Gummy Stem Blight or other diseases. I understand that NE SEED does not intend to sell watermelon or any other seed, if NE SEED is going to be held responsible for any damages, actual or consequential, that may be caused by any disease causing organism, introduced from whatever source, into any crop I/We, the buyer(s), may cultivate at any time. I/We the buyer(s), am/are willing to purchase watermelon seed from NE SEED on that basis, and am/are willing to take the risk and the full responsibility for any damages to my/our crop from Watermelon Fruit Blotch, Gummy Stem Blight or any other diseases.

Accordingly, on behalf of the company/operation which I represent and with the authority which has been vested in me by that company/operation, I HEREBY RELEASE NE SEED FROM ANY AND ALL LIABILITY FOR WATERMELON FRUIT BLOTCH, GUMMY STEM BLIGHT AND OTHER DISEASES, UNDER ANY AND ALL LEGAL THEORIES AND SYSTEMS. I/We, the buyer(s), further agree that this Release applies to the 2024-2025 growing season and any subsequent growing season in which I use NE SEED watermelon seeds. I/We, the buyer(s), understand that this Release means that I/We, the buyer(s), have by purchasing watermelon seeds from NE SEED, fully and completely waived any right to bring suit against NE SEED for any Watermelon Fruit Blotch or Gummy Stem Blight damages, and that I/We, the buyer(s), further waive all rights to recover any damages of any kind from NE SEED relating to Watermelon Fruit Blotch disease, Gummy Stem Blight or any other diseases.

In addition, if I/We, the buyer(s), resell NE SEED watermelon seeds or seedlings from such seeds, I will require the buyer so agree in writing to the same terms set forth in this release. I/We, the buyer(s), agree to indemnify and hold harmless, NE SEED and its supplier or dealers, from any and all claims relating to Watermelon Fruit Blotch, Gummy Stem Blight or any other disease by any party who obtains through my/our company/operation, any NE SEED seeds or seedlings.

I/We, the buyer(s) do hereby grant that I/We, the buyer(s), have the authority to enter into this binding agreement, that I/We, the buyer(s), have read and understand this Release, and that I/We, the buyer(s), agree to fully comply with the terms set forth herein.

Name (Printed): _____ Dated: _____ Order No. _____

Name (Signed): _____ Customer No./Email: _____

Full Address: _____

3 Ways to Send In Your Release Form

1.
Sign and fax back to:
(877) 229-8487

2.
Sign, scan and email to:
info@neseed.com

3.
Sign and send by mail to:
NE Seed
122 Park Ave, Building #H
East Hartford, CT 06108

Note: Watermelon Release form must be completed and returned before watermelon seed orders can be shipped. This form must be signed and returned within 14 days or your order will be canceled.