



## 24(c) PROGRAM AGREEMENT

While the GFVGA does not recommend the use of unlabeled herbicides in fruit and vegetable production in Georgia, the association holds several Special Local Need 24(c) labels for registered use as a service to Georgia growers who have decided that losses from pests outweigh the risk of crop injury.

All users of third party 24 (c) special local need labels held by the GFVGA must be current dues-paying member of the GFVGA. No commercial Georgia grower applying for this label will be denied membership in this Association.

By enrolling in this program and signing the Waiver of Liability and Indemnification Agreement you willingly agree to the following statements,

1. I am a grower member of GFVGA in good standing.
2. I have paid the appropriate administrative fees to participate in this program (\$350.00 Annual Administrative Fee, or \$1.00 per treated acre with a \$50.00 minimum fee).
3. I have read and understand the 'Conditions of Use' fact sheets for all the herbicides to be used, and attached to this agreement, which outlines the specific directions regarding soil/crop preparation, application rates and other safety precautions.
4. I have fully completed the information required, signed and notarized the Waiver of Liability and Indemnification Agreement. The original notarized copy of the Indemnification Agreement is enclosed for the GFVGA to sign and authorize.
5. I understand I must keep a copy of the completed Waiver of Liability and Indemnification Agreement for a period of two years after the GFVGA has returned a signed copy.
6. I understand a new Waiver of Liability and Indemnification Agreement must be signed each calendar year.

Farm/Organization name \_\_\_\_\_ Date \_\_\_\_\_

Print your name \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email: \_\_\_\_\_

Upon receipt and approval of these documents, your copy of all Special Local Need 24(c) labels held by GFVGA will be sent to you. Please return these documents to:

Charles Hall, Executive Director  
Georgia Fruit and Vegetable Growers Association  
P.O. Box 2945  
LaGrange, GA 30241  
1-877-99GFVGA



## WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT FOR THE USE OF CHATEAU HERBICIDE ON FRUITING VEGETABLES AND MELONS IN THE STATE OF GEORGIA

Valent has followed appropriate procedures with the Georgia Department of Agriculture and the environmental Protection Agency, and has obtained a Section 24 (c) Special Local Need (SLN) registration for the use of Chateau Herbicide on fruiting vegetables and melons.

NEITHER THE GFVGA NOR VALENT RECOMMENDS THE USE OF CHATEAU HERBICIDE ON FRUITING VEGETABLES AND MELONS. The decision to use or not to use this herbicide must be made by each individual user and/or grower on the basis of possible crop injury from Chateau Herbicide, the severity of weed infestations, the cost of alternative weed controls, and other factors.

VALENT INTENDS THAT THIS SECTION 24 (c) LABEL BE DISTRIBUTED ONLY BY THE GEORGIA FRUIT AND VEGETABLE GROWERS ASSN. (GFVGA) ONLY TO END USERS AND/OR GROWERS WHO AGREE IN WRITING TO THE TERMS AND CONDITIONS REQUIRED BY THE GFVGA INCLUDING A WAIVER AND RELEASE FROM ALL LIABILITY AND INDEMNIFICATION BY THE USER AND/OR GROWER OF VALENT, GFVGA, AND OTHERS FOR FAILURE TO PERFORM AND FOR CROP DAMAGE FROM USE OF CHATEAU HERBICIDE ON FRUITING VEGETABLES AND MELONS. IF SUCH TERMS AND CONDITIONS ARE UNACCEPTABLE, RETURN THE CHATEAU HERBICIDE AT ONCE UNOPENED.

THIS PRODUCT, WHEN USED ON FRUITING VEGETABLES AND MELONS,  
MAY LEAD TO CROP INJURY, LOSS, OR DAMAGE.

VALENT RECOMMENDS THAT THE USER AND/OR GROWER TEST THIS PRODUCT IN ORDER TO DETERMINE ITS SUITABILITY FOR SUCH INTENDED USE. VALENT MAKES THIS PRODUCT AVAILABLE TO THE USER AND/OR GROWER SOLELY TO THE EXTENT THAT THE BENEFIT AND UTILITY, IN THE SOLE OPINION OF THE USER AND/OR GROWER, OUTWEIGH THE EXTENT OF POTENTIAL INJURY ASSOCIATED WITH THE USE OF THIS PRODUCT. THE DECISION TO USE OR NOT USE THIS PRODUCT MUST BE MADE BY EACH INDIVIDUAL USER AND/OR GROWER ON THE BASIS OF POSSIBLE CROP INJURY FROM CHATEAU HERBICIDE, THE SEVERITY OF WEED INFESTATION, THE COST OF ALTERNATE WEED CONTROLS, AND OTHER FACTORS. BECAUSE OF THE RISK OF CROP DAMAGE, ALL SUCH USE IS AT USER'S AND/OR GROWER'S RISK.

The undersigned agrees to follow all applicable directions, restrictions, and precautions set forth in the attached Section 24 (c) Special Local Need label for Chateau herbicide on fruiting vegetables and melons, and the EPA-registered Chateau herbicide label.

THE UNDERSIGNED HAS READ THE ABOVE AND UNDERSTANDS THAT THE GFVGA AND VALENT ARE NOT ADVOCATING OR RECOMMENDING THE USE OF Chateau on fruiting vegetables and melons. The undersigned hereby agrees that he/she will be solely liable for failure of Chateau to perform effectively or for crop-related damage from the use of Chateau on fruiting vegetables and melons and indemnifies and holds harmless all third parties, including but not limited to, Valent., GFVGA, the dealer or distributor from whom the pesticide was purchased including their officers, directors, staff and employees from all claims of failure of Chateau Herbicide to perform effectively or for crop-related damage from the use of Chateau on fruiting vegetables and melons.

Initials: Grower \_\_\_\_\_ GFVGA \_\_\_\_\_

Please estimate your anticipated usage of these labels this calendar year.:

<b>Herbicide</b>	<b>Spring Acres</b>	<b>Fall Acres</b>	<b>County</b>
_____ Chateau in row middles – tomatoes	_____	_____	_____
_____ Chateau in row middles - pepper	_____	_____	_____
_____ Chateau in row middles – egg plant	_____	_____	_____
_____ Chateau in row middles - watermelon	_____	_____	_____
_____ Chateau in row middles – cantaloupe	_____	_____	_____
_____ Chateau in row middles – cucumber	_____	_____	_____
_____ Chateau in row middles – squash, summer	_____	_____	_____
_____ Chateau in row middles – squash, winter	_____	_____	_____

This Waiver of Liability and Indemnification Agreement as noted on the previous pages, will apply to all applications, in accordance with labeling instructions, of all Special Local Needs 24(c) Labels held by Georgia Fruit and Vegetable Association during the calendar year indicated below (user and/or grower signature date). A new Waiver of Liability and Indemnification Agreement will be signed each calendar year.

A copy of this WAIVER will be returned to you for your records.

_____ SIGNATURE of Grower and/or user	_____ Date
_____ Name (print)	_____ Telephone
_____ Farm Name (print)	_____ Telephone
_____ Address (Street, RD, PO Box)	_____ City/ State/ Zip Code

STATE OF GEORGIA \_\_\_\_\_ County

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_ My commission expires \_\_\_\_\_.

Notary Public

**THE GEORGIA FRUIT AND VEGETABLE GROWERS ASSOCIATION AUTHORIZATION:**

Authorized signature \_\_\_\_\_ Date: \_\_\_\_\_ Payment \$ \_\_\_\_\_