

**MICHIGAN CROP IMPROVEMENT ASSOCIATION
2023 APPLICATION FOR MEMBERSHIP**

Company / Farm _____ Contact Person: _____

Mailing Address: _____

Physical Address (if different): _____

County: _____ Phone: _____

E-mail: _____

Applicant seeks membership in the MICHIGAN CROP IMPROVEMENT ASSOCIATION pursuant to its Bylaws as set forth immediately below:

Please check one:

_____ Active member- Any Michigan resident or entity with a place of business in Michigan with a current or active agreement with this Association to (a) obtain seed certification, or (b) to purchase Foundation or parent seed stocks offered by the Association, shall be eligible to become an Active Member. If an active member purchases Foundation or parent seed stocks that are not subsequently entered in the seed certification or quality assurance program, that Member shall no longer be an Active Member and shall become an Associate Member as defined below. Active Members shall have voting rights on all matters subject to the vote of the Membership.

_____ Associate Membership. Any person or entity not eligible to be an Active Member, but who is in any way engaged in or connected with the seed industry or its related branches shall be eligible to become an Associate Member. Associate Members may attend the meetings of the membership, but shall not have voting rights. Associate Members may serve on committees.

Dues: All membership classes shall have dues established by the Board of Directors and shall be paid at time of filing an application for membership.

This membership becomes effective upon approval and acceptance by the Michigan Crop Improvement Association, and upon payment of **\$50.00 annual membership fee**. The membership year will begin April 15 and end on April 14, of the following year. Applicant shall be granted all rights and privileges pertaining thereto in accordance with the Bylaws, rules and regulations and policies set forth by the Michigan Crop Improvement Association.

If accepted for membership, applicant accepts and agrees to abide by the Bylaws, rules and regulations, purchase order – terms and conditions of sale, field inspection agreement on reverse side, and policies of the Association, as well as Michigan Department of Agriculture Field Seed Certification Regulation NO. 623, as amended. Applicant understands and agrees that membership may be suspended, or terminated if applicant, or any agents or representatives thereof, violate any of the provisions of such Bylaws, Rules, Regulations and policies or engage in practices likely to injure or discredit the Association.

ARBITRATION- All disputes and controversies of every kind, of whatever nature (hereafter “claim or claims”) between the parties to this agreement arising out of or in connection with goods or services provided by the Michigan Crop Improvement Association which might have been the subject of a civil action shall be resolved through arbitration. Arbitration shall be the exclusive forum for resolving such claims. A demand for arbitration must be filed with the American Arbitration Association within ninety (90) days after the claim arises. Failure to make a timely demand shall forever bar the claim. All timely demands for arbitration shall be resolved in accordance with the commercial dispute resolution procedures of that organization. Each party shall bear their own arbitration costs and expenses. An arbitration award shall be final and binding, and judgment on the award may be entered by any court of competent jurisdiction.

Applicant has read the foregoing and accepts the terms and conditions of membership in the MICHIGAN CROP IMPROVEMENT ASSOCIATION.

Applicants Signature _____

Date _____

Check enclosed

Bill my account

Accepted by _____

Fees Received/Check # _____

**MICHIGAN CROP IMPROVEMENT ASSOCIATION
APPLICATION FOR INSPECTION OF SEED CROP
AND INSPECTION AGREEMENT**

Member hereby requests that the Michigan Crop Improvement Association (hereinafter referred to as "MCIA"), the official seed-certifying agency designated by the Michigan Department of Agriculture, inspect certain seed crops as set forth in the member's inspection request forms. It is expressly agreed by the member that the inspection services hereby requested to be provided by MCIA and its employees and agents, as provided by law and by MDA Regulation NO.623, as amended, are limited to the following:

- (a) Visual field inspection for varietal purity;
- (b) Visual field inspection for presence of disease;
- (c) Visual field inspection for overall crop management;
- (d) For post-harvest testing (varietal purity and diseases), inspection shall be limited to visual inspection.

All inspections conducted by MCIA shall be based upon sequential sampling methods pursuant to accepted inspection procedures. Laboratory testing, when requested by the member or required or deemed necessary by MCIA, shall be paid for by the member. The member agrees to provide MCIA with complete and accurate records and field maps are requested by MCIA. The member also agrees to inform MCIA as to any changes in the conditions of the crop which occur subsequent to the field inspection. Failure of the member to meet these conditions shall render any certification granted by MCIA void. Visual field inspection approval does not guarantee that the crops will be certified. Such approval only means that the crops are eligible for subsequent steps in the certification process as required by Michigan Seed Certification Regulations.

Certification from MCIA means that the SAMPLES INSPECTED are within the tolerances for purity and disease as set forth in Michigan Seed Certification Regulations.

CERTIFICATION DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, NOR IS IT A REPRESENTATION THAT THE COMMODITY IS MERCHANTABLE OR FIT FOR A PARTICULAR PURPOSE. THE CERTIFYING AGENCY MAKES NO IMPLIED OR EXPRESS WARRANTIES OR REPRESENTATIONS AS TO FREEDOM FROM DISEASE OR LEVEL OF QUALITY. CERTIFICATION MEANS ONLY THAT, AT THE TIME OF INSPECTION, THE SAMPLED PLANTS AND/OR SEED OF EACH LOT INSPECTED CONFORMED TO THE STANDARDS AND TOLERANCES AS SPECIFIED IN THE RULES.

It is agreed that the liability of MCIA for negligence occurring during or as a result of the field inspection is limited to the amount of the fees incurred by the Member for the inspection.

I have read, understand and agree to the foregoing terms and conditions and I herewith make APPLICATION for SEED CROP INSPECTION for 2023 for the purpose of having seed therefrom certified by the Michigan Crop Improvement Association, designated an official seed certifying agency by the Michigan Department of Agriculture. I agree to abide by the by-laws and the policies of the Association and the Michigan Department of Agriculture FIELD SEED CERTIFICATION REGULATION NO. 623 as amended, as applicable to my application.

Signature / Business Name

Date