

IRISH EYES GARDEN SEEDS MARKET GROWER APPLICATION

How did you hear about us? _____

Farm Information

Farm Name: _____

Contact Name: _____ Tax Exempt #: _____

Shipping Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Website: _____ Facebook Page: _____

Qualification: A market grower is a person who purchases our product, replants it, and either re-sells plant starts or profits from the harvested crop. There are minimum order quantities and increments that must be met to qualify for the Market Grower discounted pricing. Only selected varieties are sold at market grower pricing.

Ordering: Irish Eyes must have a completed copy of this Market Grower application on file to place orders using the discounted prices. We require hard copies of all orders. Please send orders via email, fax, or mail. Phone orders will not be accepted. We will begin accepting pre-orders for fall shipping the first week in August. We will begin accepting pre-orders for spring shipping the first week in November.

Fulfillment: As you know, farming is dependent on the weather and many uncontrollable factors that may impact our harvest, storage, and shipping. Unfortunately we do occasionally lose product and have to postpone shipping dates during these instances and we greatly appreciate your understanding and cooperation.

Payment: Full payment must be made at the time of placing the order to allocate stock for the order. Should payment be delayed, the customer runs the risk of having varieties sell out or become unavailable. There are no payment terms for market growers at this time.

Cancellation: When a bulk order is placed, fulfilled, completely packaged, and moved into cold storage until the appropriate ship date; and then the customer cancels the order, the customer will only be refunded 75% of the purchase price and Irish Eyes will retain the remaining 25% as a fee for labor and packaging material loss.

Errors & Claims: Errors & Claims: Please report any shipping or product errors within 5 days of receiving shipment.

Refunds: Per Irish Eyes Garden Seeds product satisfaction guarantee, if you are unsatisfied with the product we will replace or refund the customer within 1 year of the purchase date. The refund will be for the purchase price of the product only. Irish Eyes will not refund the customer for shipping fees.

Terms of Agreement

1. I agree to pay my account upfront when my order is placed. I understand freight will be billed prior to my order shipping.
 2. Product will be reserved when payment is made.
 3. Should this account become default I further agree to pay all reasonable costs, including attorney fees, but not limited to court and attorney fees, allowable collection cost in addition to the principal indebtedness and interest thereon.
 4. Venus clause: Any action to enforce this agreement will take place in the State of Washington, in Kittitas County.
 5. Payment & Terms: Visa, MasterCard, Discover and checks are accepted payment. A 2% fee will be added to all card payments over \$500. We are a small business and we rely on prompt payment. Delinquent accounts will be sent to collections.
 6. Errors & Claims: Please report any shipping or product errors within 5 days of receiving shipment.
 7. I will notify Irish Eyes Garden Seeds of any business incorporation or name change in any way.
- I shall remain personally liable for any outstanding debts owed to Irish Eyes Garden Seeds regardless of sale or transfer of ownership.

Signature: _____ Printed Name: _____ Date: _____

Please fax or email the completed copy of the application to Irish Eyes Garden Seeds for processing.