

AMERICERT INTERNATIONAL
NOP Organic Grower Plan and Application
Form# NOP A3OGP-v.120818

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Operation Name:

Primary Authorized Representative:

Date Application Submitted:

AI CLIENT NUMBER (IF Appl.)

I. SECURED USERS AND AUTHORIZED REPRESENTATIVES

NOTE: THE OPERATION MUST DESIGNATE ITS AUTHORIZED REPRESENTATIVES AND SECURED USERS IN THE APPLICATION AND PLAN. **AUTHORIZED REPRESENTATIVES** ARE PERSONS WHO ARE LEGALLY APPOINTED TO REPRESENT THE OPERATION APPLYING FOR CERTIFICATION, BIND THE OPERATION TO CONTRACTS, AND TO MAKE REPRESENTATIONS ABOUT THE ACTIVITIES AND OBLIGATIONS OF THE OPERATION. EACH OPERATION MUST HAVE AT LEAST ONE DESIGNATED PRIMARY AUTHORIZED REPRESENTATIVE WHO SHALL BE RESPONSIBLE FOR REQUESTING CERTIFICATION, SIGNING THE APPLICATION, SIGNING THE CERTIFICATION CONTRACT ON BEHALF OF THE OPERATION AND OTHERWISE ACTING AS THE OPERATION'S AGENT FOR THE PURPOSES OF CERTIFICATION. THE OPERATION MAY DESIGNATE UP TO THREE ADDITIONAL AUTHORIZED REPRESENTATIVES. **SECURED USERS** ARE PERSONS AUTHORIZED TO HAVE ACCESS TO THE OPERATION'S CONFIDENTIAL CERTIFICATION INFORMATION AND RECORDS. PERSONS NOT APPOINTED AS A SECURED USER BY THE OPERATION MAY ONLY ACCESS INFORMATION MADE AVAILABLE TO THE PUBLIC. BIOGRAPHICAL AND OTHER INFORMATION IS REQUESTED IN THIS FORM FROM SECURED USERS SO THAT THEIR IDENTITY CAN BE VERIFIED IF NECESSARY WHEN PROVIDING ACCESS TO THE OPERATION'S CONFIDENTIAL INFORMATION. ALL AUTHORIZED REPRESENTATIVES ARE AUTOMATICALLY CONSIDERED SECURED USERS. SECURED USERS ARE NOT AUTOMATICALLY AUTHORIZED REPRESENTATIVES UNLESS SPECIFICALLY DESIGNATED AS SUCH. IT IS THE OPERATION'S RESPONSIBILITY TO KEEP THE SECURED USER AND AUTHORIZED REPRESENTATIVE INFORMATION CURRENT WITH AMERICERT. ANY CHANGES TO SECURED USER OR AUTHORIZED REPRESENTATIVES MUST BE MADE IN WRITING BY AN AUTHORIZED REPRESENTATIVE. THE OPERATION HAS ALREADY DESIGNATED THE PRIMARY AUTHORIZED REPRESENTATIVE IN THE CERTIFICATION REQUEST FORM.

A. Billing Contact (The Billing Contact Must Be and Is Automatically Considered a Secured User.)

Billing Contact Name:

Special Billing Instructions:

Email:

Phone:

Street (Mailing) Address:

Check here if the Billing Contact is Also Designated as an Authorized Representative. (See Above Definition)

Because the Billing Contact is automatically a Secured User please enter the following information:

Contact's Date of Birth:

Last 3 Digits of Contact's Soc. Sec. #:

B. Consultant (If a third party consultant is used to assist in developing or implementing the operation's organic system or to assist in the certification process. the operation must disclose the following information about the consultant. Additionally, the operation must clarify whether or not the consultant is an Authorized Representative or a Secured User. In order for Americert to communicate with the consultant, he or she must at the very least be designated as a Secured User.)

Consultant Name:

Email:

Phone:

Check here if the Consultant is Also Designated as an Authorized Representative. (See Above Definition)

Check here if the Consultant is Also Designated as a Secured User. (See Above Definition)

Check here if the Consultant is to be Copied On All Communications. (Must Be A Secured User to Elect this Option.)

If you designated this person as Auth. Rep. or Sec. User, please enter the following information:

Consultant's Date of Birth:

Last 3 Digits of Consultant's Soc. Sec. #:

C. Equivalency Determinations Requested: Please indicate any equivalency determinations you are requesting in addition to USDA NOP Organic Certification:

US-EU Organic Equivalency Arrangement: I attest that my crops are produced without the use of antibiotics.

US-Canada Organic Equivalency Arrangement: I attest that my crops are produced without the use of sodium nitrate, and without the use of hydroponic or aeroponic production methods,

Notes or Comments:

III. SEEDS, SEEDLINGS, AND PLANTING STOCK

A. Guidance (Please check each of the following used by your operation.)

- | | |
|--|---|
| <input type="checkbox"/> Seeds (Please complete Section B) | <input type="checkbox"/> Perennial Planting Stock (Complete Section E) |
| <input type="checkbox"/> Annual Seedlings and Transplants (Please complete Sec. C) | <input type="checkbox"/> Other or Misc. Planting Stock (Complete Section F) |
| <input type="checkbox"/> Bulbs, Tubers, Slips, Runners, etc. (Complete Section D) | |

B. Seed Use

NOTE: THE NOP FINAL RULE REQUIRES THE USE OF ORGANIC SEEDS, UNLESS THE VARIETY SOUGHT IS NOT AVAILABLE IN THE MARKET IN THE FORM, QUANTITY, OR QUALITY NEEDED AND THERE IS NO EQUIVALENT VARIETY AVAILABLE IN ORGANIC FORM. SYNTHETIC SEED TREATMENTS ARE PROHIBITED UNLESS THE SUBSTANCE USED IS SPECIFICALLY LISTED IN THE NOP FINAL RULE. GENETICALLY MODIFIED OR ENGINEERED SEEDS AND INNOCULANTS ARE PROHIBITED IN ORGANIC PRODUCTION UNDER THE NOP FINAL RULE.

Please indicate which of the following statements applies to your operation:

- The operation uses organic seed only.
- The operation sometimes uses non-organic seed. (If you selected this box, you must complete and submit *Appendix IIIB: Policy and Report on the Use of Non-Organic Seeds.*)

C. Off Farm Sourced Annual Seedlings and Annual Transplants Use

NOTE: THE NOP FINAL RULE REQUIRES THAT ANNUAL SEEDLINGS AND TRANSPLANTS BE ORGANIC. THERE IS NO COMMERCIAL AVAILABILITY EXCEPTION FOR THE USE OF NON-ORGANIC ANNUAL SEEDLINGS. AN ORGANIC SEEDLING IS ONE PRODUCED FROM ORGANIC SEED AND MANAGED ORGANICALLY FROM SOWING. THE NOP CONSIDERS ONION BULBS ("SETS") TO BE ANNUAL SEEDLINGS AND THEREFORE ONION (AND OTHER ALLIUMS SUCH AS GARLIC, SHALLOT, AND LEEK) BULBS OR "SETS" MUST COME FROM ORGANIC SOURCES.

Please indicate which of the following statements applies to your operation:

- The operation only uses organic annual seedlings.
- The operation sometimes uses non-organic annual seedlings.

D. Bulbs, Tubers, Slips, Runners, Etc.

NOTE: THE NOP FINAL RULE REQUIRES THAT ANNUAL SEEDLINGS AND TRANSPLANTS BE ORGANIC. THERE IS NO COMMERCIAL AVAILABILITY EXCEPTION FOR THE USE OF NON-ORGANIC ANNUAL SEEDLINGS. AN ORGANIC SEEDLING IS ONE PRODUCED FROM ORGANIC SEED AND MANAGED ORGANICALLY FROM SOWING. THE NOP CONSIDERS ONION BULBS ("SETS") TO BE ANNUAL SEEDLINGS AND THEREFORE ONION (AND OTHER ALLIUMS SUCH AS GARLIC, SHALLOT, AND LEEK) BULBS OR "SETS" MUST COME FROM ORGANIC SOURCES.

Please list the bulbs, tubers, slips, runners, or sets produced off-farm that you use in organic production:

Please indicate which of the following statements applies to your operation:

- The operation only uses organic bulbs, tubers, slips, runners or sets.
- The operation sometimes uses non-organic bulbs, tubers, slips, runners or sets.

E. Perennial Planting Stock

NOTE: The NOP regulations allows the use of non-organic perennial planting stock only if the stock or an equivalent variety is not commercially available in organic form. Such unavailability of organic stock must be documented through a recorded search of available commercial sources of such stock. When non-organic stock is used to produce plants which will be resold as organic plants, the plants must be managed organically for one year before being offered for sales as organic plants. This one year requirement applies only to plants and not to the crops produced by such plants.

Please list the perennial planting stock used in your operation. Include the variety of plant or stock, from whom the stock was obtained, and the form of the stock upon receipt (e.g. bare root, planted in three gallon pots, loose cuttings, etc.) and whether or not it is organic.

Do you use non-organic perennial planting stock?

- Yes No

How will the perennial plants be used?

- To produce a crop. Grown out and resold as organic plants.

How do you ensure that organic areas are not contaminated with prohibited substances present in the media of non-organic perennial planting stock from off-farm (e.g. ensure no synthetic fertilizer in the media of the received plant, remove soil from rootball and discard off farm, etc.) ?

F. Miscellaneous Planting Stock

If the operation uses a plant stock or propagation material not previously described, please list it here. Include the variety of plant or stock, from whom the stock was obtained, the form of the stock upon receipt and whether or not it is organic.

IV. SOIL, CROP FERTILITY, AND NATURAL RESOURCES MANAGEMENT

NOP Final Rule s. 205.200, 205.203, and 205.205

1. Please describe the selected and implemented tillage and cultivation practices that maintain or improve the physical, chemical, and biological condition of soil and minimize soil erosion:

2. Please describe how the operation manages crop nutrients and soil fertility through rotations, cover crops, and the application of plant and animal materials:

3. Please list the basic components of your soil fertility and crop nutrient program. There is no need to list each input, just the basic major components (e.g. cover crops, compost, manure, liquid fertilizer, etc.) You will list each input in detail in another section of the application.

4. Please indicate which of the following statements apply to your operation:

- Manure is a component of the fertility program (includes the use of aged manure, raw manure, manure tea, or a formulated fertilizer with manure as a component). If manure is a component of your fertility program you must also complete and submit *Appendix IVA-1: Policy and Report on Manure Use*.
- Compost is a component of the fertility program (includes the use of purchased compost, compost tea, or production of compost on-farm). If compost is a component of your fertility program you must also complete and submit *Appendix IVA-2: Policy and Report on Compost Use*.
- Crop rotations or cover crops are a component of the fertility program. If crop rotations or cover crops are a component of your fertility program you must also complete and submit *Appendix IVA-3: Policy and Report on Crop Rotations and Cover Crop Use*.
- The operation uses the burning of crop residues as part of its management plan.
- The operation uses bio-solids or sewage sludge or a fertilizer which contains bio-solids or sewage sludge as a component.

5. Please describe how you monitor the effectiveness of your crop fertility and soil nutrient management program:

6. Describe the results of the last soil or tissue test conducted. If you have not conducted such tests, explain why and state when you intend to do so.

7. Please describe what on-farm practices you have in place to maintain or improve the quality of the soil in terms of its fertility, organic matter, and the prevention of erosion:

8. Please describe what practices you have in place to protect water quality and to conserve water:

9. Please describe what practices you have in place to protect or promote wildlife habitat and biodiversity:

V. WEED, PEST, AND DISEASE MANAGEMENT IN CROPS

NOP Final Rule s. 205.205 and 205.206

A. Weed Management

1. Please describe how your crop rotation, soil nutrient and crop fertility program has been tailored to prevent weed problems:

2. Please describe what sanitation or other measures you have implemented to remove weed seeds or weed sources:

3. Please describe what cultural practices you have implemented that enhance crop resistance to weeds, including selection of plant species and varieties with regard to suitability to site-specific conditions and resistance to prevalent weeds:

4. Please indicate which of the following allowed practices for weed control the operation currently engages in:

- Mulching with fully biodegradable materials.
- Mowing.
- Livestock Grazing.
- Hand Weeding and Mechanical Cultivation
- Flame, Heat or Electrical Means.
- Plastic or other synthetic mulches: Provided, that, they are removed from the field at the end of the growing or harvest season.

5. Do you maintain a log or other record of the date, locations, and weed management activities conducted?

- Yes No

6. Do you use any substances to manage weeds?

- No Yes (If yes, then identify:)

(RESERVED: INTENTIONALLY BLANK)

B. Pest Management

1. Please describe how your crop rotation, soil nutrient and crop fertility program has been tailored to prevent pest problems:

2. Please describe what sanitation or other measures you have implemented to remove pest habitats or sources:

3. Please describe what cultural practices you have implemented that enhance crop resistance to pests, including selection of plant species and varieties with regard to suitability to site-specific conditions and resistance to prevalent pests:

4. Please indicate which of the following allowed practices for crop pest control the operation currently engages in:

- Augmentation or introduction of predators or parasites of pest species.
- Development of habitat for natural enemies of pests.
- Non synthetic controls such as lures, traps, and repellents.

5. Do you maintain a log or other record of the date, locations, and description of the crop pest management activities conducted?

- Yes No

6. Do you use any substances to manage pests?

- No Yes (If yes, then identify:)

C. Disease Management

1. Please describe how your crop rotation, soil nutrient and crop fertility program has been tailored to prevent disease problems:

2. Please describe what sanitation or other measures you have implemented to remove disease vectors or sources:

3. Please describe what cultural practices you have implemented that enhance crop resistance to disease, including selection of plant species and varieties with regard to suitability to site-specific conditions and resistance to prevalent diseases:

4. Please indicate which of the following allowed practices for crop disease control the operation currently engages in:

- Management practices which prevent the spread of disease organisms.

- Application of non-synthetic biological, botanical, or mineral inputs. List:

D. Restricted Weed, Pest, and Disease Control Practices Plan

Certain inputs allowed under section 205.206(e) of the NOP regulations are considered restricted use inputs which may only be used if the practices described sections A-C on the preceding pages are used first. Do you understand and agree to abide by this requirement? Yes

(This Section Intentionally Blank)

VI. MAINTAINING ORGANIC INTEGRITY

NOP Final Rule s. 205.201(a)(5) and 205.202(c)

A. Land, Fields, and Crops

1. Describe how you have ensured that the organic fields borders are distinct and defined:

--

2. Describe any conventional agricultural production which takes place in the vicinity of organic fields:

--

3. Describe what physical barriers, buffer zones, notifications, or other measures adopted to prevent the unintended application of prohibited substances to organic fields or contamination of organic fields from application of prohibited substances to adjoining non-organic land or fields:

--

4. If buffer zones are used, what happens to the crops produced in the buffer zone? How do you ensure that they are not commingled with the organic product if harvested? How do you ensure that harvest equipment used to handle buffer crop does not contaminate organic crops?

5. Does the operation produce any non-organic crops on the same parcel where organic crops are produced?

Yes

No

6. Does the operation produce any non-organic crops on any parcels controlled by the operation?

Yes

No

7. If you answered Yes to Question 5 or 6, please list what non-organic crops are produced. Identify any that are derived from GMO or have GMO engineered features or qualities.

8. If you answered Yes to Question 5 or 6, please describe what practices are in place to prevent contamination of organic crop and commingling of organic and non-organic crops:

B. Equipment

1. Please indicate which of the following most accurately describes the equipment used in cultivation and management of organic land and crops:

All equipment used is owned by the operation and is dedicated solely to organic use.

All equipment used is owned by the operation but is used for both organic and non-organic crop or land.

The operation shares, borrows, or contracts for the use of some equipment.

If all equipment is not owned by the operation and dedicated solely to organic use, you must complete and submit *Appendix VI-B-1 Plan and Report for Equipment Cleaning*.



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C. Harvest, Transport, and Storage

1. Who conducts the harvest and transport of organic crops?	
2. Who provides the equipment, labor, and containers used for harvest?	
3. What practices, plans, and procedures are in place to ensure that organic crops, products and land are not contaminated by or through harvest and transport equipment and containers?	
4. How do you document harvest activities?	
5. Do you sanitize or clean crops ? If so, what sanitizers or cleaners are applied to crops?	
6. The NOP Final Rule, s. 205.272(b) prohibits: (1) Packaging materials, and storage containers, or bins that contain a synthetic fungicide, preservative, or fumigant; (2) The use or reuse of any bag or container that has been in contact with any substance in such a manner as to compromise the organic integrity of any organically produced product or ingredient placed in those containers, unless such reusable bag or container has been thoroughly cleaned and poses no risk of contact of the organically produced product or ingredient with the substance used. Do you ensure that only food grade materials which are not treated with synthetic fungicides, preservatives, and fumigants are used and that any re-used containers are thoroughly cleaned before use?	

7. Please indicate the post harvest activities of the operation:

- Cooling product to remove field heat.
- Re-packing from harvest containers into labeled containers. (You must complete and submit *Appendix VIC-1 Plan and Report for Packing and Labels.*)
- Washing, cleaning, de-stoning, or sizing product. (You must also complete and submit *Appendix VIC-2 Plan and Report for Light Cleaning and Processing of Crops.*)
- Store product in a structure. (You must also complete and submit *Appendix VIC-3 Plan and Report for Crop Storage.*)
- Transporting to buyer, processor or market. (You must also complete and submit *Appendix VIC-4 Plan and Report for Transport of Crops.*)

Cooking, baking, curing, heating, drying, mixing, grinding, churning, separating, extracting, slaughtering, cutting, fermenting, distilling, eviscerating, preserving, dehydrating, freezing, chilling, or otherwise manufacturing including packaging, canning, jarring, or otherwise enclosing food in a container. (Contact Americert. You may need to certify as a handler and complete the handler application.)

VII. RECORDKEEPING AND MONITORING

NOP Final Rule s. 205.201(a)(5) and 205.202(c)

NOTE: The NOP Final Rule requires that operations maintain records that disclose all of the activities of the operation and all transactions undertaken. The records must be maintained in a form which makes them easy to understand and audit. The records must be maintained for a minimum of 5 years. The records must demonstrate compliance with the NOP Final Rule and be made accessible to Americert, the USDA, and Americert's inspectors. Organic products must be capable of being traced back to the date and field from which they were harvested.

A. Records Maintained

1. Please indicate the cultivation and growing activities records maintained:

- | | |
|--|--|
| <input type="checkbox"/> Farm Log or Journal | <input type="checkbox"/> Compost records |
| <input type="checkbox"/> Planting records | <input type="checkbox"/> Fertilization records |
| <input type="checkbox"/> Weed control activities records | <input type="checkbox"/> Organic seed search records |
| <input type="checkbox"/> Pest control activity records | <input type="checkbox"/> Input usage records |
| <input type="checkbox"/> Disease control activities record | <input type="checkbox"/> Equipment cleaning records |
| <input type="checkbox"/> Manure application records with dates | <input type="checkbox"/> Farm Map |

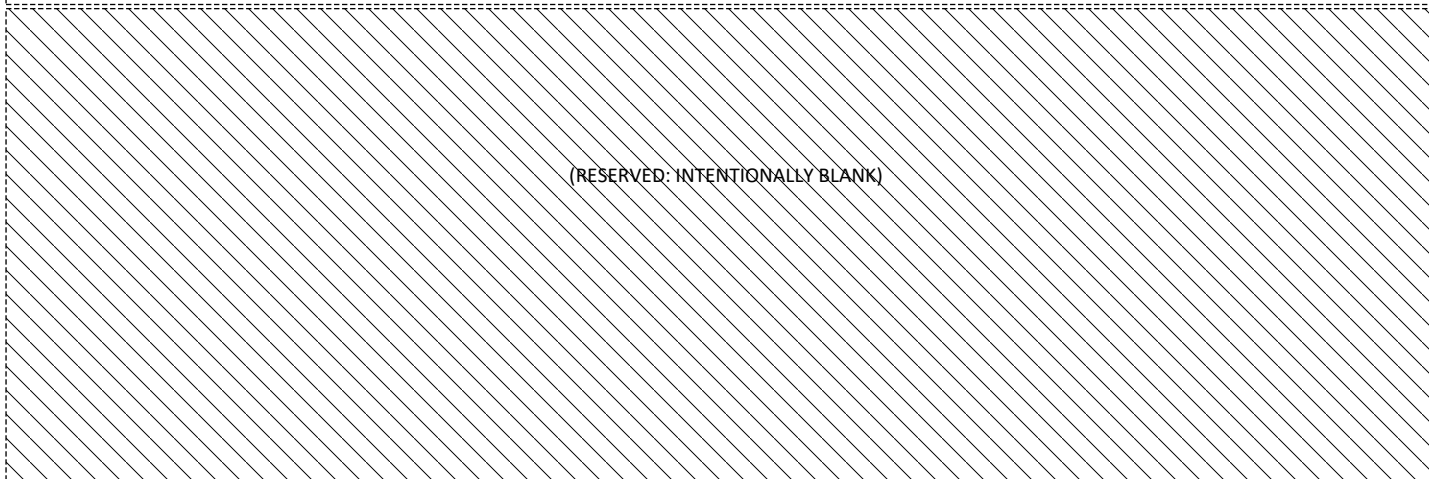
2. Please indicate the organic integrity records maintained:

- | | |
|--|---|
| <input type="checkbox"/> Equipment cleaning logs | <input type="checkbox"/> Verification of no seed treatments |
| <input type="checkbox"/> Container cleaning logs | <input type="checkbox"/> Complaint Log |
| <input type="checkbox"/> Transport cleaning logs | <input type="checkbox"/> Employee Training Materials |
| <input type="checkbox"/> Storage area cleaning logs | <input type="checkbox"/> Verification of Non-GMO status (inputs) |
| <input type="checkbox"/> Buffer zone management records | <input type="checkbox"/> Verification of Non-Biosolids (inputs) |
| <input type="checkbox"/> Notice of organic requirements for transporters or harvesters | <input type="checkbox"/> Verification on Non-Irradiation (inputs) |

3. Please indicate the bookkeeping/auditing records maintained:

- | | |
|---|---|
| <input type="checkbox"/> Certificates for organic seeds and seedlings purchased | <input type="checkbox"/> Contractor and employee payroll record |
| <input type="checkbox"/> Purchase records for all inputs | <input type="checkbox"/> Input inventory records |
| <input type="checkbox"/> Harvest records | <input type="checkbox"/> Seed inventory records |
| <input type="checkbox"/> Sales records | <input type="checkbox"/> Leases and contracts (land and equip.) |
| <input type="checkbox"/> Invoices (receivables and payables) | <input type="checkbox"/> Yield records |
| <input type="checkbox"/> Product recall system records | <input type="checkbox"/> Shipping/Receiving records |

4. Do you plan to maintain records for 5 years after creation as required?



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B. Monitoring

Component of Organic Production Plan	Does the Operation Monitor the Effectiveness of this Component of the Plan? (Mandatory Yes)	How is the Effectiveness Monitored? (e.g. visual or testing)	How Often is Monitoring Conducted? (e.g. Daily, Weekly, Monthly, etc.)
Soil Fertility and Quality			
Water Quality and Conservation			
Crop Health and Nutrients			
Organic Integrity: Buffers and Surrounding Land Use			
Organic Integrity: Contamination and Commingling			
Weed Prevention and Control			
Pest Prevention and Control			
Disease Prevention and Control			
Use of Approved Substances Only			

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VIII. MISCELLANEOUS AND ADDITIONAL DOCUMENTATION

I. CONTACTS, SECURITY, COMMUNICATIONS

The operation would like to designate additional Authorized Representatives or Secured Users. (You must complete and submit *Appendix I-Designation of Additional Authorized Representatives and Secure Users.*)

II. GENERAL CROPS, FIELDS, AND PARCEL INFORMATION

The operation either has not owned or managed this land for the last three years, or it is the first time the operation has applied for certification from Americert for this land. (You must complete and submit *Appendix II-A: Land Use Report and Affidavit.*)

The operation also produces organic product in greenhouse operations on the parcels listed the application and wants the greenhouse operations certified. (You must complete and submit *Appendix II-G: Greenhouse Production Plan and Report.*)

III. SEEDS, SEEDLINGS, PLANTING STOCK

The operation sometimes uses non-organic seed. (You must complete and submit *Appendix III-B: Policy and Report on the Use of Non-Organic Seeds.*)

IV. SOIL,CROP FERTILITY, AND NATURAL RESOURCES MANAGEMENT

Manure is a component of the fertility program (includes the use of aged manure, raw manure, manure tea, or a formulated fertilizer with manure as a component). (You must complete and submit *Appendix IV-A-1: Policy and Report on Manure Use.*)

Compost is a component of the fertility program (includes the use of purchased compost, compost tea, or production of compost on-farm). (You must complete and submit *Appendix IV-A-2: Policy and Report on Compost Use.*)

Crop rotations or cover crops are a component of the fertility program. If crop rotations or cover crops are a component of your fertility program you must also complete and submit *Appendix IV-A-3: Policy and Report on Crop Rotations and Cover Crop Use.*

VI. MAINTAINING ORGANIC INTEGRITY

All equipment is not owned by the operation OR dedicated solely to organic use. (You must complete and submit *Appendix VI-B-1: Plan and Report for Equipment Cleaning.*)

The operation engages in re-packing from harvest containers into labeled containers. (You must complete and submit *Appendix VI-C-1: Plan and Report for Packing and Labels.*)

The operation engages in washing, cleaning, de-stoning, or sizing product (You must also complete and submit *Appendix VI-C-2: Plan and Report for Light Cleaning and Processing of Crops.*)

The operations stores harvested product in a structure. (You must also complete and submit *Appendix VI-C-3: Plan and Report for Crop Storage.*)

The operation engages in transporting harvested product to buyer, processor or market. (You must also complete and submit *Appendix VI-C-4: Plan and Report for Transport of Crops.*)

The operation engages in cooking, baking, curing, heating, drying, mixing, grinding, churning, separating, extracting, slaughtering, cutting, fermenting, distilling, eviscerating, preserving, dehydrating, freezing, chilling, or otherwise manufacturing including packaging, canning, jarring, or otherwise enclosing food in a container. (Contact Americert. You may need to certify as a handler and complete the handler application.)

MANDATORY DOCUMENTATION AND ATTACHMENTS FOR ALL APPLICANTS:

Every operation must submit maps and diagrams clearly showing the location of each parcel and field including buffers, borders, and surrounding land use.

Every operation must submit copies of all labels and printed materials using the term "organic", or referencing Americert or the USDA.

IX. CERTIFICATION AND MARK LICENSING CONTRACTWhereas,

hereinafter "Operation", is an individual or company seeking certification that its products or services are compliant with third party standards, and, whereas Americert International, hereinafter "AI" is a company engaged in the business of providing third party verification of compliance with third party standards, the aforementioned parties hereby enter into this agreement exchanging the following bargained for exchange of promises related to AI assessing the Operation's products or services for compliance with third party standards.

1. **Standards Identified:** The standard(s) which the Operation is seeking certification of compliance with are the USDA National Organic Program Standards, as codified in 7 CFR 205 of the United States Code of Federal Regulations. Those standards are incorporated by reference into this contract in their entirety as they exist on the date of signing and as periodically amended by the USDA NOP, at which time the amendments are automatically included into this contract.
2. **Effective Date and Duration of Contract:** This contract is effective on the date signed by the last party signing, and remains in effect until any of the following occur: a) AI issues a Denial of Certification, b.) AI accepts a withdrawal from certification which the Operation has communicated to AI in compliance with the Certification Handbook for this program, c.) AI issues a Notice of Suspension, or Notice of Revocation and the Operation has not requested an appeal or mediation in compliance with the procedure described in the Certification Handbook for this program, d.) the Operation's certification is revoked or suspended by the USDA NOP, e.) A new contract for certification is entered into by AI and the Operation, or f.) AI terminates this contract due to breach of the contract on the part of the Operation.
3. **Certification Handbook and the Standard:** AI and the Operation each have an independent and affirmative duty to seek out information about the Standard and the Certification Handbook and periodic amendments thereto and binding interpretations thereof, to know and understand the Standard and the Certification Handbook and periodic amendments thereto and binding interpretations thereof, and to always remain compliant with the Standard and the Certification Handbook and its periodic amendments and binding interpretations thereof. By signing this contract both parties affirm that they are in possession of copies of the Standard and the Certification Handbook and have read, understood, and agree to comply with the provisions and procedures contained therein.
4. **Compliance:** AI shall review information submitted by the Operation in compliance with the Standard and the Certification Handbook. When, as a result of the review conducted by AI, AI determines that the operation complies with the Standard, AI shall grant certification to the Operation. In conducting the review, AI shall comply with the procedures and criteria provided in the Standard and the Certification Handbook. If AI is unable to determine that the Operation complies, or affirmatively determines that the Operation does not comply, AI shall proceed in accordance with the Notice of Denial of Certification, Hold Pending Further Applicant Action, or Notice of Noncompliance, Proposed Suspension, or Revocation as provided in the Standard and the Certification Handbook.
5. **Organic System Plan:** The Standard requires that the Operation develop a system, consisting of appropriate practices, procedures, and policies, to comply with the provisions of the Standard. The Operation shall develop such a system and ensure that it is effectively implemented at all times. The Operation shall communicate truthfully, accurately, and completely to AI about the system so that AI can assess whether or not the Operation's system, as envisioned and as applied, is sufficient to comply with the Standard. The Operation shall complete and submit to AI a summary of the organic system plan annually for review, and shall comply with all of AI's requests for information about the existence, details, and effectiveness of the system plan. AI has the right to require that the Operation communicate this information in specific formats, through the use of specific forms, and at specific regular or surprise intervals and the Operation shall comply with AI's requirements in this part. AI shall assess all information received in order to determine compliance with the Standard and the Certification Handbook. The Operation shall inform AI immediately of any changes in procedure, practices, or policies that vary from the organic system plan that AI has previously reviewed for compliance. Additionally, the Operation shall inform AI immediately of any incidents or events which would suggest to a reasonable person that the organic integrity of the system, or any product, ingredient, or land covered by the certification may have been compromised or may be compromised in the future. The Operation shall accept annual, periodic, and unannounced inspections by AI and its staff and subcontractors, and shall make all facilities, locations, records, staff, equipment, products, and land freely accessible to AI and its staff and subcontractors during inspections. The Operation agrees that AI may use subcontractors to perform work related to their certification.
6. **Financial Obligations:** The Operation shall pay all applicable fees for certification and certification related services as described in the AI fee schedule for this program within 60 days of being invoiced. Late fees and interest may be charged for invoices unpaid after 60 days of being issued by AI. AI has the right to amend or change the fee schedule at any time, with reasonable notice to the Operation.
7. **Ownership of AI Marks and Phrases:** The Operation agrees that AI has the sole ownership in the AI logo and its variants, the use of the name Americert International, and the phrases "Certified Organic by Americert International", "Certified by Americert International", and any phrases using the name Americert in relation to certification (hereinafter "AI mark and phrases"). The Operation agrees and stipulates that the AI mark and phrases are inherently distinctive and have acquired distinctiveness throughout the world in relation to certification activities, and that AI mark and phrases have been previously used in trade and business. The Operation agrees to not challenge the same, and waives any defenses based upon contradicting any of the claims in this part. Operation agrees and stipulates that AI has the sole and exclusive rights to use and license the use of the AI mark and phrases. If AI extends a license to the Operation to limited use of the IA mark and phrases the Operation agrees that it may only use such mark and phrases in compliance with this contract and only until AI or the Operation terminate this contract. The Operation agrees and stipulates that regardless of the length or type of use of the AI mark and phrases, the Operation acquires no ownership interest or continuing right to the use of the mark and phrases except as described and provided for in this contract.
8. **Contingent and Limited Grant of Rights to Use Some AI Marks and Phrases:** If AI grants certification to an Operation, the Operation shall have the limited right to use some AI mark and phrases as provided in this part. The Operation shall have the right to use the AI logo and organic certification marks, and the phrases "Certified Organic by Americert International" only in relation to the scope of products, locations, and services certified by AI under the Standard. The Operation shall not use the above listed marks and phrases in a misleading or confusing manner, including but not limited to marketing or promoting products, locations, or services which are not included in the scope of the certification issued by AI, misrepresenting in a way that is reasonably likely to confuse consumers about the relationship between the Operation, AI, and the USDA, or the certified status of products, or to confuse or mislead consumers or any party about the identity of the Operation. The Operation shall not use the mark and phrase in any manner that reasonably appears likely to bring AI into disrepute. The Operation shall submit copies of any proposed illustrations, labels, marketing or promotional materials, including text references that feature or include the use of the AI mark and phrase to AI for approval prior to use. AI shall promptly review any materials so submitted. AI shall not unreasonably withhold approval for the use if the use is compliant with the Standard, the Certification Handbook, and this contract. AI reserves the right to mandate the size, color, and form of any use of the AI logo, mark, and phrases. Upon termination of this contract, through withdrawal, revocation, or suspension, the Operation shall promptly destroy any promotional materials, including labels, advertisements, and other materials using the AI mark and phrases, and return any original certificates of certification in the Operation's possession.
9. **Operation's Warranties and Indemnifications:** The Operation warrants that all information submitted to AI in conjunction with this contract is accurate, complete, and truthful. Future information and communications with AI in relation to this contract shall be accurate, complete, and truthful. The Operation warrants that it is in compliance with all local, state, federal, and international laws, regulations, and ordinances which apply to its operations and will remain in compliance therewith. The Operation acknowledges that any certificate or compliance decision issued by AI is related only to compliance with the Standard and does not represent any determination that the Operation is compliant with any other laws, regulations, ordinances or food safety guidelines or practices. The Operation agrees to indemnify AI, its staff, officers, directors, and independent contractors from any third party claims arising from the Operation's activities. If any portion of the Operation's facilities are open to the public in the normal course of business, and the business maintains liability insurance, the Operation shall add AI to its policy as an additional insured party at its own cost (if any.)
10. **Waiver of AI Liability:** The Operation hereby agrees to hold AI harmless and hereby waives any claims arising from AI's duties under this contract, including negligence and including gross negligence, on the part of AI, its staff, directors, officers, or independent contractors in relation to any duties or obligations undertaken by AI pursuant to this contract. This waiver of AI's liability is intended to be as broad and inclusive as permitted by law, and if any portion thereof is held invalid, the remaining portion shall remain valid and in effect notwithstanding the invalidated portion. Should AI, notwithstanding this paragraph, be subject to an award of damages under this contract, the Operation agrees that such damages shall not exceed the fees paid by the Operation to AI pursuant to this contract for the 12 month period encompassing the date of the occurrence from which the claim arose.

11. **Confidentiality:** Except as described in the Certification Handbook and the Standard, AI shall safeguard and maintain the confidentiality of all information obtained from the Operation in relation to this contract and the certification process. Information that shall be considered publicly available and not subject to confidentiality, includes:
1. The name of all currently certified operations.
 2. The certificate issued to any currently certified operations.
 3. Whether or not the operation is currently certified or was certified in the past.
 4. If the operation was previously certified, whether the certificate was revoked, suspended, or surrendered.
 5. The products and facilities that the operation currently has certified.
 6. Contact information for all currently certified operations.

Formal requests for applicant’s confidential information received from law enforcement, regulatory bodies, and courts, pursuant to a valid invocation of authority arising from law, the standard, regulation, or contract, shall be honored; however, the applicant shall be informed of the request prior to complying with the request so as to have reasonable opportunity to challenge the request, unless the information request is accompanied by a facially valid directive to not inform the client or applicant. Information, including what would otherwise be considered confidential applicant information, may be released by AI, without notice to the applicant, as follows:

1. Where explicitly or implicitly required in the standard, or as a condition of obtaining or maintaining AI’s accreditation to certify to the standard, or to comply with a condition of the Quality System;
2. Where, in the reasonable judgment of the Chief Executive Officer, such information is necessary to prevent physical, psychological, or significant economic damage to the applicant, any party or the public; and,
3. Where, AI has reasonable grounds to believe that fraud, or any other crime, is being committed by the applicant or a third party. It is the Operation’s responsibility to designate what persons from its organization shall be granted free access to the Operation’s certification file and to update, modify, and amend such information as necessary.

12. **Certification, Rights and Responsibilities Not Assignable:** The rights and responsibilities under this contract, including but not limited to the possession and use of any certificate issued by AI, and the right to use the term “organic”, and the AI marks and phrases, are not assignable nor transferable. Any attempt by the Operation to transfer or assign any right or responsibility under this contract is a violation of this contract which allows AI to terminate this contract at its discretion. Any attempt by the Operation to transfer or assign any of its rights or responsibilities under this contract will be void and without effect, or where allowed by law, voidable by AI.

13. **Severability:** If any provision of this contract shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this agreement that can be given an effect without the invalid provision. Further, all terms and conditions of this Agreement shall be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

14. **Governing Law, Forum and Venue:** The law governing this contract shall be the laws of the State of Florida. Any and all litigation which arises under this contract shall be initiated, prosecuted, and litigated solely in the federal or state courts located in Gainesville, Florida, and nowhere else. Both Parties to this contract agree that venue shall lie in Gainesville, Florida, and that both parties consent to jurisdiction of the federal and state courts located therein. Both parties agree and stipulate that the certification activities undertaken take place primarily in Florida, and that for the purposes of exercising jurisdiction over the parties, the act of the Operation submitting its information, payments, and ongoing compliance information to AI’s office in Florida are substantial and continuous business dealings within the state and shall confer personal jurisdiction over the Operation. Further, the Operation stipulates and agrees that the products to be certified under this contract are intended to be sold in many places, including Florida, and that this intention, in conjunction with the certification activities undertaken by the Operation in Florida, by submitting its information, payments, and ongoing compliance information to the AI office in Florida constitute a further basis of having substantial and not isolated business dealings in Florida. The Operation hereby waives any challenges to a Florida court exercising personal jurisdiction over the Operation in any dispute that arises under this contract.

15. **Modification of Contract:** No modification to the terms of this contract shall be effective unless it is reduced to writing and signed by both parties.

Florida Law, which is the law governing this application and the contract between the applicant and AI allows for the use of "electronic signatures." Specifically, Chapter 668 of the Florida Statutes provides that "Electronic Signature" means any letters, characters, or symbols, manifested by electronic or similar means, executed or adopted by a party with an intent to authenticate a writing. A writing is electronically signed if an electronic signature is logically associated with such writing. It also provides that an "electronic signature" shall have the same force and effect as a written signature. You have the right not use "electronic signatures". Once you have used an "electronic signature" for one transaction, or one submission of your application, it does not mean that you must use "electronic signatures" in the future. You may "opt out" at any time, by submitting any document requested by AI using the "original handwritten signature" provisions included on each AI document. AI provides all official notices using "original handwritten signatures" you have the right to provide all of your official notices and submissions and communications in the same way. Submitting any document to AI using an electronic signature will be deemed as consent to use and intent to be bound by such provisions for that document only. You can receive a paper copy of any documents signed by you using an "Electronic Signature" simply by asking AI in writing. AI will provide electronic copies that can be printed by you and will not charge for this. If AI prints the document and mails it to you, AI will charge 10 cents (\$0.10) per page so sent. If you have any questions about this policy or the use of "Electronic Signatures" you should not use an "Electronic Signature" but should contact AI for more information.

By using an electronic signature you are agreeing to the follow statements. If you do not want to use an "electronic signature" you may skip to the next section.

I would like to sign this and future documents using an "electronic signature."

I understand that I have the right to not use an "Electronic Signature" but to use an "original handwritten signature" for any document required by Americert.

I understand that consenting to the use of of an "Electronic Signature" in this document, does not constitute consent to use "Electronic Signatures" for any future document.

I understand that I have the right to obtain a printed copy of this or any other document I have executed using an "electronic signature" from AI, using the procedure and conditions described above.

I understand that an "electronic signature" is binding, valid, and has the same full legal effect of an "original handwritten signature". I agree that this document shall not be held to be unenforceable, inadmissible, or invalid on the basis that it contains an "electronic signature" rather than a "handwritten original signature". I agree that this document shall be entered into evidence in any proceeding on the basis of the stipulation that I am now giving that it is true, accurate, authentic, and was signed knowingly, voluntarily, and with full legal authority to do so on behalf of the organization or operation on whose behalf I am submitting it. I waive all evidentiary and procedural objections to its admission into evidence in any proceeding, as a condition and term of AI accepting this application for certification.

1.) I attest and affirm that I am a duly authorized representative of the operation in whose name this application is being submitted, having been duly granted by the organization the authority to act on behalf of and bind the operation in whose name this application is being submitted; 2.) I agree and affirm that AI (and if applying for USDA NOP certification, the USDA NOP) may rely upon this representation and that if it is later found that I was not duly authorized, either because I misstated my status as authorized representative, or because I was mistaken, that I shall be held personally liable for any damages, consequences, or penalties that flow from a negligent, fraudulent, or mistaken representation of my status, including civil and criminal penalties, fines, and damages; 3.) I affirm that all the information submitted in this application, and any attachment or appendix is true, accurate, and complete; 4.) I agree that myself and the operation applying to obtain or maintain certification shall comply with the certification standard and policies, procedures, and determinations of AI (and if applying for USDA NOP certification, with Organic Foods Production Act of 1990, and the NOP Final Rule); 5.) I understand that facilities may be subject to announced and unannounced inspections by AI (and/or the USDA) and that certified product can be sampled and analyzed at any time; 6.) I agree to send additional information as requested by AI (and/or the USDA); 7.) I agree to immediately notify AI of any incidents which may call into question the certified (and/or organic) integrity of any product produced under this plan and certified by AI. I additionally agree to inform AI of any deviation from or change to this plan; 8.) I have obtained, read, and understand the standard, this Contract, the Certification Manual, and the standard. I have had any and all questions about the policies, procedures, and regulations contained therein answered to my satisfaction, and agree that the operation and myself will at all times remain compliant with those policies, procedures, and regulations.

Name of Person Attesting and Affirming to the Above and Agreeing, on Behalf of the Operation, that the Operation and Myself Shall Be Bound by the Above Enumerated Terms and Provisions:

Operation on Whose Behalf the Person is Attesting and Affirming to the Above and Agreeing to be Bound by the Above Enumerated Terms and Provisions, to Having Been Duly Authorized or Appointed to Act on the Operation's Behalf:

Under penalties of perjury, I swear, attest, and affirm that I am the authorized representative and agent for the operation in this matter, having been duly authorized or appointed to act on the operation's behalf and, in my capacity as agent, to bind the operation. Additionally, I swear and affirm that I have read and agree, on behalf of the operation to all of the provisions of this contract and request and that each question of the plan and application has been answered truthfully.

*Signature of Authorized Representative:

Date Signed:

*To use an Electronic Signature rather than an original handwritten signature, please enter the first letter of your first name, your last name and the last three digits of your social security number (e.g. JSMITH024.)

When complete, please also complete any required appendices, and submit with requested documentation.

AMERICERT INTERNATIONAL

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