

MECHANISM FOR HANDLING INDEMNIFICATION BETWEEN USERS AND/OR GROWERS AND THE FLUE CURED TOBACCO COOPERATIVE STABILIZATION CORPORATION FOR THE USE OF ACTIGARD™ 50WG ON FLUE CURED TOBACCO SEEDLINGS GROWN IN PLANT/FLOAT HOUSES OR SEED BEDS IN VARIOUS STATES

Procedures for handling the user and/or grower Waiver of Liability and Indemnification Agreement for the use of Actigard 50WG on Flue Cured Tobacco Seedlings grown in plant/float houses or seed beds in various states.

1. A member of the Flue Cured Tobacco Cooperative Stabilization Corporation (FCTCSC) will be defined as an individual or business entity with an FCTCSC membership number who produces flue-cured tobacco for the calendar year in which they are eligible to use any of the services obtained and offered by the FCTCSC to its members.
2. The Waiver of Liability and Indemnification Agreement will be a form supplied by the FCTCSC. The user and/or grower will provide a completed, signed and notarized Waiver of Liability and Indemnification Agreement to the FCTCSC for authorization. The General Manager of the FCTCSC, or other person authorized by the President of the FCTCSC, will sign and date the Waiver of Liability and Indemnification Agreement.
3. The user and/or grower retains a copy of the Waiver of Liability and Indemnification Agreement for two years once returned with the authorized signature of the FCTCSC. The FCTCSC will retain for its records a copy of all Waiver of Liability and Indemnification Agreements and will send copies to the user and/or grower and to Syngenta Crop Protection, Inc.
4. The Waiver of Liability and Indemnification Agreement will apply to all applications, in accordance with the labeling instructions, of Actigard 50WG on Flue Cured Tobacco Seedlings grown in plant/float houses or seed beds during the calendar year indicated by the user and/or grower signature date on the Waiver of Liability and Indemnification Agreement. **A new Waiver of Liability and Indemnification Agreement will be signed each calendar year.**
5. All Waiver of Liability and Indemnification Agreements will contain the following:
 - county or counties of use in various states
 - number of Flue Cured Tobacco Seedlings to be treated by county
 - rate of application
 - notarized signature of user and/or grower
 - signature of the General Manager of the FCTCSC or other person authorized by the President of the FCTCSC to sign the Waiver of Liability and Indemnification Agreements.
 - The user's and/or grower's FCTCSC membership number

Please continue to the next pages for the Waiver of Liability and Indemnification Agreement.

WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT FOR THE USE OF ACTIGARD 50WG ON FLUE CURED TOBACCO SEEDLINGS GROWN IN PLANT/FLOAT HOUSES OR SEED BEDS IN VARIOUS STATES

Syngenta Crop Protection, Inc. has followed appropriate procedures with various State Departments of Agriculture or other State Regulatory Agencies, and the Environmental Protection Agency, and has obtained a Section 24(c) Special Local Need registration for the use of Actigard 50WG on Flue Cured Tobacco Seedlings grown in plant/float houses or seed beds.

NEITHER THE FCTCSC NOR SYNGENTA CROP PROTECTION, INC. RECOMMENDS THE USE OF ACTIGARD 50WG ON FLUE CURED TOBACCO SEEDLINGS GROWN IN PLANT/FLOAT HOUSES OR SEED BEDS. The decision to use or not to use this product must be made by each individual user and/or grower on the basis of possible crop injury from Actigard 50WG, the severity of tomato spotted wilt virus (TSWV) infections, and other factors.

SYNGENTA CROP PROTECTION, INC. INTENDS THAT THIS SECTION 24(C) LABEL BE DISTRIBUTED ONLY BY THE FLUE CURED TOBACCO COOPERATIVE STABILIZATION CORPORATION (FCTCSC) ONLY TO END USERS AND/OR GROWERS WHO AGREE IN WRITING TO THE TERMS AND CONDITIONS REQUIRED BY THE FCTCSC INCLUDING A WAIVER AND RELEASE FROM ALL LIABILITY AND INDEMNIFICATION BY THE USER AND/OR GROWER OF SYNGENTA, FCTCSC, AND OTHERS FOR FAILURE TO PERFORM AND FOR CROP DAMAGE FROM USE OF ACTIGARD 50WG ON FLUE CURED TOBACCO SEEDLINGS GROWN IN PLANT/FLOAT HOUSES OR SEED BEDS. IF SUCH TERMS AND CONDITIONS ARE UNACCEPTABLE, RETURN ACTIGARD 50WG AT ONCE UNOPENED.

THIS PRODUCT, WHEN USED ON FLUE CURED TOBACCO SEEDLINGS GROWN IN PLANT/FLOAT HOUSES OR SEED BEDS, MAY LEAD TO CROP INJURY, LOSS, OR DAMAGE. SYNGENTA and FCTCSC RECOMMENDS THAT THE USER AND/OR GROWER TEST THIS PRODUCT IN ORDER TO DETERMINE ITS SUITABILITY FOR SUCH INTENDED USE. SYNGENTA MAKES THIS PRODUCT AVAILABLE TO THE USER AND/OR GROWER SOLELY TO THE EXTENT 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 ACTIGARD 50WG, THE SEVERITY OF TOMATO SPOTTED WILT VIRUS (TSWV) INFECTIONS, 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 Actigard 50WG on Flue Cured Tobacco Seedlings and the EPA-registered Actigard 50WG label.

THE UNDERSIGNED HAS READ THE ABOVE AND UNDERSTANDS THAT THE FCTCSC AND SYNGENTA ARE NOT ADVOCATING OR RECOMMENDING THE USE OF ACTIGARD 50WG ON FLUE CURED TOBACCO SEEDLINGS GROWN IN PLANT/FLOAT HOUSES OR SEED BEDS. The undersigned hereby agrees that he or she will be solely liable for failure of Actigard 50WG to perform effectively or for crop-related damage from the use of Actigard 50WG on Flue Cured Tobacco Seedlings grown in plant/float houses or seed beds and indemnifies and holds harmless all third parties, including but not limited to, Syngenta Crop Protection, Inc., the FCTCSC, the dealer or distributor from whom the pesticide was purchased including their officers, directors, staff and employees from all claims of failure of Actigard 50WG to perform effectively or for crop-related damage from the use of Actigard 50WG on Flue Cured Tobacco Seedlings grown in plant/float houses or seed beds.

Please continue to the next page for user and/or grower signature.

This Waiver of Liability and Indemnification Agreement will apply to all applications, in accordance with labeling instructions, of Actigard 50WG on Flue Cured Tobacco Seedlings grown in plant/float houses or seed beds 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.**

County (ies)

Number of plants

Application Rate

Mail this three-part form to the attention of Peggy Crowe at Flue Cured Tobacco Cooperative Stabilization Corporation, P.O. Box 12300, Raleigh, NC 27605. A copy and a label will be returned to you for your records. For more information please contact Peggy Crowe, Ph: 919-821-4560, Fax: 919-821-4564.

Grower and/or User

Date

Name (print)

Telephone

Address (Street, RD, PO Box)

City/State/Zip Code

FCTCSC membership number

STATE(S) OF _____

_____ 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 _____.

Notary Public

My commission expires _____.

THE FLUE CURED TOBACCO COOPERATIVE STABILIZATION CORPORATION AUTHORIZATION:

Authorized signature _____

Date _____