



GOLF COURSE ONSITE NURSERY PROGRAM
ADMINISTERED BY THE GEORGIA CROP IMPROVEMENT ASSOCIATION
UNDER CONTRACT WITH THE UNIVERSITY OF GEORGIA RESEARCH FOUNDATION

Golf Course Name: _____

Golf Course Location: _____

Construction Company: _____

Site Nursery Manager: _____

We, the undersigned, have read and agree to honor and uphold the terms and conditions of the ITGAP Golf Course Site Nursery Program as attached.

We additionally give express permission to representatives of GCIA or UGARF for access to the onsite nursery, the golf course and any construction, planting or other records deemed necessary by UGARF or GCIA for inspection or audit purposes.

Any impropriety through the use of this licensed grass variety can result in punitive actions and/or fines by the producer, the GCIA and UGARF.

Printed Name: Golf Course Owner/Representative Signature: Golf Course Owner/Representative Date: _____

Printed Name: Purchaser Signature: Purchaser Date: _____

Printed Name: Sod/Sprig Producer Signature: Sod/Sprig Producer Date: _____

Printed Name: UGARF Representative Signature: UGARF Representative Date: _____

Printed Name: GCIA Representative Signature: GCIA Representative Date: _____

GOLF COURSE SITE NURSERY PROGRAM

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OBJECTIVE

The objective of the Golf Course Site Nursery Program (GCSNP) is to facilitate the use of certain patented turfgrass varieties on golf courses in regions where direct planting is not practical due to custom's requirements, shipping costs and/or other deterrents. Varieties used exclusively on golf course putting greens are expressly excluded from this program.

A REGIONAL OR IN COUNTRY LICENSED PRODUCER MAY NOT OFFER THE GOLF COURSE SITE NURSERY PROGRAM WITHIN THE COUNTRY OF PRODUCTION/LICENSE WITHOUT SPECIFIC PERMISSION OF THE ITGAP ADMINISTRATOR.

A REGIONAL OR IN COUNTRY LICENSED MAY OFFER THE GOLF COURSE SITE NURSERY PROGRAM TO GOLF COURSES OUTSIDE THE COUNTRY OF PRODUCTION/LICENSE IF NOT PROHIBITED BY THE LICENSE.

THE GOLF COURSE SITE NURSERY PROGRAM MAY ONLY BE OFFERED BY A UNIVERSITY OF GEORGIA RESEARCH FOUNDATION (UGARF) LICENSED PRODUCER WHO HAS AN INTERNATIONAL LICENSE AGREEMENT OR ADDENDUM FOR THE VARIETY SPECIFIED.

LIFE OF NURSERY

The term of the nursery will normally be 24 months. If the project requires additional time the owner may petition UGARF for an extension within 4 months of the nursery termination date. Georgia Crop Improvement Association (GCIA) will facilitate the petition on behalf of the owner.

1. The term of the nursery will expire 24 months following the date of initial planting.
2. Nurseries with an expired term and without an approved extension will not be harvested for planting.
3. Petitions to extend the nursery term must be made to UGARF at least four months prior to the expiration date.
4. Additional inspections may be required prior to authorizing an extension to the nursery term. Payment of Inspection expenses will normally be the responsibility of the party requesting the extension.
5. The nursery must be eradicated and verified by GCIA or its authorized agents upon either of the following conditions:
 - a. Completion of the golf course,
 - b. Expiration of 24 month term, or
 - c. Expiration of approved extension(s)

Multiple golf courses maybe planted from the same nursery if approved by UGARF prior to planting of the nursery

NURSERY PLANTING STOCK SOURCE

All planting stock supplied to a Golf Course Site Nursery (GCSNP) will be produced in a UGARF/GCIA approved Quality Management System.*

GENERAL INSTRUCTIONS AND INSPECTIONS

The nursery site must be established on property owned or leased by the golf course. A documented long term lease is acceptable only if UGARF is specifically notified and proof of the golf course having access to the site is provided. Documentation supporting these two options must accompany the Non-Propagation Agreement when submitted to UGARF or its agent. Nursery site location must be documented by GPS coordinates and map.

By signing of this Limited Propagation Agreement the buyer and owner of the nursery and golf course agrees to not harvest and plant grass from the golf course site nursery to any site not covered by this agreement.

Upon project completion, the nursery will be eradicated**, or on approval, a small nursery may be maintained for minor repair purposes only. The requirement to eradicate the nursery may be waived if the nursery is incorporated into the golf course.

* An acceptable Quality Management System is one that that has documented sources of original planting material, field inspections by trained inspectors and published standards relating to variety identity and purity. Purity is defined as “the plant population conforms to the phenotypic characteristics of the variety as described in the breeder’s description and as determined by the inspector.” All QMS programs must be approved by UGARF/GCIA.

** Eradicated is defined as “The nursery site, at time of the final inspection, is void of any living turfgrass plants of the subject cultivar that may be harvested and propagated. Nursery must be maintained free of weeds and grasses that may hinder the inspection process.”

The inspection to be performed at the conclusion of the project (after all Greens/Fairways have been planted) will focus on the eradication of the nursery and confirmation of total planted areas to verify accurate royalty payment. The inspection will be performed by a UGARF/GCIA representative. By signing this agreement the owners gives expressed permission allowing a GCIA or UGARF authorized inspector access to the on site nursery, the golf course and any construction, planting or other records deemed necessary by UGARF or GCIA for inspection purposes.

PROGRAM PRICING STRUCTURE

Inspection Fees: \$15,000 USD (paid by licensee to GCIA)

ROYALTIES

Royalties are calculated on the entire planted area of the golf project. This includes greens (when a variety adapted for both fairways and putting greens is used), fairways, t-boxes, driving ranges, practice greens and any other areas where the turfgrass variety is planted.

PARTICIPANT RESPONSIBILITIES

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| 1. Provide details and ensure client understands site nursery program requirements | UGARF licensee |
| 2. Completion of Non-Propagation Agreement | UGARF licensee |
| 3. Cost of Sprigs (material for planting) | Established by the UGARF licensee |
| 4. Freight/Transportation | Established by the UGARF licensee |
| 3. Royalties | Collected by UGARF licensee at signing of Limited Propagation Agreement and forwarded to the GCIA office before shipment of planting stock to client. |
| 5. Inspection Fees | Collected by UGARF licensee at signing of Limited Propagation Agreement and forwarded to the GCIA office before shipment of planting stock to client. |
| 6. Monthly report to GCIA on area planted | UGARF Licensee |
| 7. Audit/ inspections | Performed by GCIA |

PROGRAM PAYMENT TERMS

Payment of all GCSNP fees (net USD) is due at the time the Limited Propagation Agreement is submitted for approval by the seller.