



**BHC Genetics - Boring, Oregon**

**Material Transfer Agreement (MTA)**

**Date:** \_\_\_\_\_

**Requesting Plant Material / Seed from BHC Genetics (BHC, LLC)**

This agreement is made by and between BHC Genetics (“BHCG”) and \_\_\_\_\_ (“RECIPIENT”).

All parties guarantee that they are a licensed / registered Industrial Hemp Grower, operating under License # \_\_\_\_\_ issued by (licensing regulatory agency) for the 2019 growing season.

BHCG asks that the RECIPIENT agree to the following before the RECIPIENT receives plant materials / seed (“MATERIAL/ SEED”) requested from BHCG:

1. RECIPIENT warrants that the transfer of MATERIAL/SEED is not for the purpose of seed multiplication, creation of new hybrid lines derived from MATERIAL/SEED, inbreeding of MATERIAL/SEED, or use in the production of seed for resale or barter without written agreement by BHCG, LLC
2. RECIPIENT agrees not to sell, exchange, lease, donate or otherwise make available to any third party cuttings, tissue, seeds, or pollen for the purpose of multiplying or maintaining seeds or derivative plants in their fundamental characteristic form or for the creation of new hybrid lines derived from original MATERIAL/SEED supplied by BHCG, LLC.  
RECIPIENT is hereby informed that no property rights, seed production rights, or seed multiplication rights are given to the RECIPIENT by BHCG, LLC and transfer of MATERIAL/SEED to any third party is expressly prohibited without prior written permission.
3. BHCG will not be held responsible for the misuse of MATERIAL/SEED by RECIPIENT.



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4. All information relating to varieties, varietal characteristics or periods of maturity and all descriptions and illustrations contained in the BHCG's catalog, price list, and advertisements or otherwise communicated to the RECIPIENT are intended to present merely a general idea of the MATERIAL described and shall not form part of the agreement or constitute a representation or guarantee of performance.
5. MATERIAL/SEED will perform differently in different growing environments. No warranty can be given as to the nature, size, or appearance of any plants grown from the MATERIAL/SEED. RECIPIENT shall be solely responsible for determining whether or not the anticipated growing conditions are suitable for the MATERIAL/SEED and any advice given by BHCG in this respect shall be given without liability to BHCG and shall not be deemed to be a guarantee of MATERIAL/SEED performance.
6. Signature acknowledging conditions outlined above is required by BHCG to complete MATERIAL/SEED transfer to the RECIPIENT.

Please email signature page to BHCG at the following email address:  
[boringhempco@gmail.com](mailto:boringhempco@gmail.com)

**ACKNOWLEDGEMENT BY RECIPIENT OR OTHER AUTHORIZED OFFICIAL:**

I have read and understand the conditions outlined in this Agreement and I agree to fully abide by them in the receipt and use of the MATERIAL/SEED purchased from BHCG.

Signature, Name and Title: \_\_\_\_\_

Organization: \_\_\_\_\_ Date: \_\_\_\_\_

**Boring Hemp Company, Genetics Division**  
37621 SE Bear Creek Lane  
Boring, Oregon 97009