

## **MECHANISM FOR HANDLING INDEMNIFICATION BETWEEN USERS AND/OR GROWERS AND THE VEGETABLE GROWERS ASSOCIATION OF NEW JERSEY FOR THE USE OF DUAL MAGNUM™ ON ASPARAGUS, CARROTS, GREEN ONIONS, HORSERADISH, RHUBARB, AND SWISS CHARD IN THE STATE OF NEW JERSEY**

Procedures for handling the user and/or grower Waiver of Liability and Indemnification Agreement for the use of Dual MAGNUM on asparagus, carrots, green onions, horseradish, rhubarb, and Swiss chard in the state of New Jersey.

1. A member of the Vegetable Growers Association of New Jersey (VGANJ) will be defined as an individual who has paid the annual membership fee to the VGANJ for the calendar year in which he/she intends to use any of the services obtained and offered by the VGANJ to its members. The user and/or grower will pay an administration fee to the VGANJ for the Waiver of Liability and Indemnification Agreement for Dual MAGNUM on asparagus, carrots, green onions, horseradish, rhubarb, and Swiss chard. Contact Association if you need more information.

2. The Waiver of Liability and Indemnification Agreement will be a form supplied by the VGANJ. The user and/or grower must provide a completed, signed and notarized Waiver of Liability and Indemnification Agreement to the VGANJ for authorization. The Executive Secretary of the VGANJ, or other person authorized by the President of the VGANJ, will sign and date the Waiver of Liability and Indemnification Agreement.

3. The user and/or grower must retain a copy of the Waiver of Liability and Indemnification Agreement for two years. The VGANJ 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 Dual MAGNUM on asparagus, carrots, green onions, horseradish, rhubarb, and Swiss chard 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 New Jersey
- acres of asparagus, carrots, green onions, horseradish, rhubarb, and Swiss chard to be treated By county
- rate of application
- notarized signature of user and/or grower
- signature of the Executive Secretary of the VGANJ or other person authorized by the President of the VGANJ to sign the Waiver of Liability and Indemnification Agreements.

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

**WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT FOR THE USE OF DUAL MAGNUM ON ASPARAGUS, CARROTS, GREEN ONIONS, HORSERADISH, RHUBARB, AND SWISS CHARD IN THE STATE OF NEW JERSEY**

Syngenta Crop Protection, Inc. has followed appropriate procedures with the New Jersey Department of Agriculture and the Environmental Protection Agency, and has obtained a Section 24(c) Special Local Need (SLN) registration for the use of Dual MAGNUM on asparagus, carrots, green onions, horseradish, rhubarb, and Swiss chard.

**NEITHER THE VEGETABLE GROWERS ASSOCIATION OF NEW JERSEY (VGANJ) NOR SYNGENTA CROP PROTECTION, INC. RECOMMENDS THE USE OF DUAL MAGNUM ON ASPARAGUS, CARROTS, GREEN ONIONS, HORSERADISH, RHUBARB, AND SWISS CHARD.** The decision to use or not to use this herbicide must be made by each individual user and/or grower on the basis of possible crop injury from Dual MAGNUM, the severity of weed infestations, the cost of alternative weed controls, and other factors.

**SYNGENTA CROP PROTECTION, INC. INTENDS THAT THIS SECTION 24C LABEL BE DISTRIBUTED ONLY BY THE VGANJ ONLY TO END USERS AND/OR GROWERS WHO AGREE IN WRITING TO THE TERMS AND CONDITIONS REQUIRED BY THE VGANJ INCLUDING A WAIVER AND RELEASE FROM ALL LIABILITY AND INDEMNIFICATION BY THE USER AND/OR GROWER OF SYNGENTA, VGANJ, AND OTHERS FOR FAILURE TO PERFORM AND FOR CROP DAMAGE FROM USE OF DUAL MAGNUM ON ASPARAGUS, CARROTS, GREEN ONIONS, HORSERADISH, RHUBARB, AND SWISS CHARD. IF SUCH TERMS AND CONDITIONS ARE UNACCEPTABLE, RETURN THE DUAL MAGNUM AT ONCE UNOPENED.**

**THIS PRODUCT, WHEN USED ON ASPARAGUS, CARROTS, GREEN ONIONS, HORSERADISH, RHUBARB, AND SWISS CHARD, MAY LEAD TO CROP INJURY, LOSS, OR DAMAGE. SYNGENTA 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 THAT 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 DUAL MAGNUM, THE SEVERITY OF WEED INFESTATION, THE COST OF ALTERNATE WEED CONTROLS, 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 Dual MAGNUM on asparagus, carrots, green onions, horseradish, rhubarb, and Swiss chard and the EPA-registered Dual MAGNUM label.

**THE UNDERSIGNED HAS READ THE ABOVE AND UNDERSTANDS THAT THE VGANJ AND SYNGENTA ARE NOT ADVOCATING OR RECOMMENDING THE USE OF DUAL MAGNUM ON ASPARAGUS, CARROTS, GREEN ONIONS, HORSERADISH, RHUBARB, AND SWISS CHARD.**

The undersigned hereby agrees that he or she will be solely liable for failure of Dual MAGNUM to perform effectively or for crop-related damage from the use of Dual MAGNUM on asparagus, carrots, green onions, horseradish, rhubarb, and Swiss chard and indemnifies and holds harmless all third parties, including but not limited to, Syngenta Crop Protection, Inc., the VGANJ, Rutgers, The State University of New Jersey, the dealer or distributor from whom the pesticide was purchased including their officers, directors, staff and employees from all claims of failure of Dual MAGNUM to perform effectively or for crop-related damage from the use of Dual MAGNUM on asparagus, carrots, green onions, horseradish, rhubarb, and Swiss chard.

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

# Waiver of Liability and Indemnification Agreement

This Waiver of Liability and Indemnification Agreement will apply to all applications, in accordance with labeling instructions, of Dual MAGNUM on asparagus, carrots, green onions, horseradish, rhubarb and Swiss chard during the calendar year indicated below (user and/or grower signature and date). A new waiver of liability and Indemnification Agreement will be signed each calendar year.

County or Counties	Acres	Rate per Acre
_____	_____	_____
_____	_____	_____

Mail this form with the administration fee to the Vegetable Growers Association of New Jersey, C/O 415 Hightstown-Imlaystown Road, East Windsor, NJ 08520. A copy will be returned for your records. Contact Pegi Ballister-Howells at 609-575-5585, fax 609-426-1875 or [Pegi@comcast.net](mailto:Pegi@comcast.net) for more information.

Grower and/or User Signature	Date
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Name (print)	Phone
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Fax (optional)	E-mail (optional)
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Address	City, State, Zip
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<b>STATE OF NEW JERSEY</b> _____ County
I, _____, a Notary 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 the _____ day of _____
Notary Public _____
My commission expires _____

<b>THE VEGETABLE GROWERS ASSOCIATION OF NEW JERSEY AUTHORIZATION:</b>	
Authorized Signature _____	Payment _____
Date _____	

### Fee to Recoup Cost of Third Party Label Program:

_____ VGANJ Member	\$25
_____ VGANJ non-members	\$125 (includes \$100 membership fee)
_____ Optional return by next day mail	\$10

Total Due VGANJ: \_\_\_\_\_