



# Seed and Seedlings Terms of Sale

CAL FIRE Reforestation Services Program, Lewis A. Moran Reforestation Center

## Sales Agreement

This Sales Agreement (“**Agreement**”) is made between the Department of Forestry and Fire Protection’s (“**CAL FIRE**”) Reforestation Services Program (“**RSP**” or “**Seller**”) and the buyer of the seeds or seedlings (“**Buyer**”), outlining terms and conditions for the sale of goods, specifically seeds and seedlings procured from the L.A. Moran Reforestation Center in Davis, CA.

### The Buyer agrees to the following:

#### 1. Terms and Conditions

The seeds or seedlings obtained from RSP cannot be re-sold or planted on any property other than the agreed location. All usage must align with the specified purposes and locations as stated on the order form submitted by Buyer (“**Order Form**”) and adhere to relevant regulations (e.g., Public Resources Code § 4681 and Board of Forestry Policy 0353.1).

Landowner contact information is required for all orders, regardless of whether the order is being placed by the landowner directly, submitted on their behalf, or as part of a bulk order. Planting site location is also required to allow for follow up and monitoring, explained below.

Except for research projects, RSP will only ship seeds directly to an established nursery and not a personal address. The Buyer is responsible for acquiring their own nursery space and any related nursery communications and fees are not something handled by CAL FIRE. Written confirmation from the nursery that they can grow your order is required prior to order confirmation. A non-exhaustive list of conifer seedling nurseries is available on our website or at [this link](#). Nurseries proposed by customers not included there will require additional time for RSP to verify and consider adding to this list.

#### 2. To Place an Order

Requests for all seed and seedlings are to be submitted via the request form available on our [website](#). A detailed document describing the ordering process is also available on our website.

#### 3. Pricing

Pursuant to PRC § 4684, CAL FIRE’s pricing schedule is subject to Board of Forestry consideration and approval, as are any adjustments or amendments that are made to that schedule. Prices were last updated and approved June 2023.

### 3a. Seed Prices

All seed is sold by the pound. Additional species not listed below may be available. Please contact the Seed Bank Manager for more information.

Species	1.0 Pound	Average Seeds/pounds
Coast Redwood	\$832.00	95,364
Sierra Redwood	\$660.00	79,203
Douglas-Fir	\$497.00	30,455
Big Cone Douglas Fir	\$300.00	4,240
White Fir	\$223.00	10,651
Red Fir	\$205.00	5,113
Incense Ceder	\$420.00	15,137
Bishop Pine	\$257.00	45,004
Coulter Pine	\$257.00	1,365
Gray/Foothill Pine	\$257.00	649
Jeffrey Pine	\$230.00	3,585
Ponderosa Pine	\$230.00	9,269
NSTIA Ponderosa Pine*	\$230.00	9,269
Non-BRR Sugar Pine**	\$334.00	1,794
Western White Pine	\$268.00	13,717
Monterey Pine (New Zealand)	\$376.00	15,622
Monterey Pine (Native)	\$257.00	15,622
Knobcone x Monterey Pine	\$376.00	16,020

\* NSTIA is the Northern Sierra Tree Improvement Association, of which CAL FIRE is a founding member.

\*\* BRR refers to the Blister Rust Resistant variety of Sugar Pine

#### Shipping Prices

Pounds	Shipping Price
< 3 lbs.	\$15.00
>3-15 lbs.	\$25.00
>15-25 lbs.	\$35.00
>25-35 lbs.	\$45.00
>35 lbs.	\$45.00 plus \$20 per additional 20 lbs.

### 3b. Seedling Pricing

All seedlings are sold as one-year old plugs. Landowners are encouraged to work with adjacent property owners through their local Resource Conservation District to submit aggregate bulk orders. Orders over 1,000 seedlings are given higher preference and are charged a lesser amount per seedling.

Seedling Amount	Price
1,000 + Seedlings	\$0.50 / seedling
500-999	\$0.55 / seedling
Under 500 Seedlings	\$0.60 / seedling

The Buyer will be charged based on the actual number of seedlings received; if RSP is unable to fill the entire order, the remaining balance owed will be adjusted accordingly while honoring all price per units agreed to in the signed invoice. If RSP can grow more seedlings than originally agreed to in the order, the customer can opt to purchase the additional seedlings at \$0.50/seedling. A list of projected overrun (excess seedlings) will be available on our website along with the overrun request form October 15<sup>th</sup> updated weekly through January.

### Payment

Upon order confirmation, RSP will generate an invoice and email via DocuSign for the Buyer to review, approve, complete, and sign electronically. Payment is made via check and must be made out to "Reforestation Services Program at 5800 Chiles Road, Davis, CA 95618". Payment must be received or post-marked within five (5) business days of the signed DocuSign invoice. If payment is not received within this timeframe, the order request will be cancelled, and the buyer will need to submit a new request for further consideration.

For seedlings, a 10% deposit is required upon placing the order. RSP will not reserve bench space in the greenhouse until the deposit is received. The deposit must be received or post-marked within five (5) business days of the signed invoice and will pay for the seedlings in full before picking up. The deposit is non-refundable except in the case of crop failure, in which case a refund will be issued for the seedlings that cannot be delivered. Under no circumstances will RSP's liability exceed the cost of the deposit.

For seeds, payment is required prior to seed shipment. CAL FIRE will not hold seed requests without payment. Seeds are sold to be used during the current growing season (not to be stored for growing and outplanting in future years as an interim reserve).

A bill of sale (receipt) will be provided to the Buyer.

### 4. Delivery of Goods

Seeds are shipped via FedEx overnight from Monday-Thursday. It is advised that seeds be kept at 35 degrees Fahrenheit until sown.

Seedlings must be picked up at the Reforestation Center (5800 Chiles Road, Davis, CA 95618), or else shipped at the Buyer's expense. Seedlings are generally available for pickup between December 1 and April 30. It may be possible to arrange a pickup outside of these windows with requests to do so evaluated on a case-by-case basis by RSP. Pick up of seedlings shall be scheduled with RSP staff via phone or email with as much notice as possible, understanding that if not given at least five business days' notice, RSP cannot guarantee seedlings will be ready. RSP will make every effort to make the seedlings available during staff working hours, typically Monday –Friday 8:00am – 2:30 pm. The Buyer should contact the Nursery Operations Manager or our Main Office to schedule seedling pickup.

Please note seedlings are frozen for storage. Allow up to 5 days to thaw before planting.

The Buyer will be given the opportunity to inspect the seedlings, if requested. RSP will not be liable in any way for any delay, non-delivery, or default in pickup/shipment. RSP is not responsible for goods damaged or lost in transport. The Buyer is responsible for care of reforestation materials after pickup or distribution from the LAMRC.

## **5. Cancellation**

RSP reserves the right to cancel this Agreement:

- a. If the Buyer fails to provide the deposit by the required timeframe.
- b. If the Buyer fails to provide payment for product when due.

## **6. Voluntary Monitoring**

To improve efficacy and support of our services, all parties receiving seed and seedlings may be asked to participate in periodic follow up and monitoring of seedlings.

Monitoring shall be done at mutually agreed-upon timeframes post-sale, but ideally at 1-, 2-, 5-, and 10-year minimum increments. Monitoring activities may include photo monitoring and on-site inspection and sampling. The specific protocol is in development and is subject to change.

- a. A more specific monitoring plan may be developed between involved parties on a case-by-case basis, especially regarding experimental studies, such as climate modeling, or other unique ventures.
- b. Monitoring will be conducted by CAL FIRE staff or approved partners. The monitoring protocols may be implemented by the landowner following an initial on-site visit and with approval from RSP.
- c. Materials purchased through the RSP with State subsidized funds such as seedlings purchased for California Forest Improvement Program (“**CFIP**”) projects and Forest Health Grants may already be subject to follow up monitoring implemented through those programs.
- d. To facilitate monitoring and follow up, location information for the planting site should be provided to RSP by emailing it to [reforestation@fire.ca.gov](mailto:reforestation@fire.ca.gov)

At a minimum, a site address and/or latitude and longitude for each unique, noncontiguous planting site should be provided. Additional acceptable formats are parcel numbers (Assessor Parcel Number and County), ESRI shapefiles, and Google KMZ/Ls.

**7. General Provisions**

This Agreement can only be modified in writing, signed by all parties.

This Agreement constitutes the entire Agreement between the parties, and the Buyer acknowledges that it has not relied upon any representations of RSP regarding the prospective performance of the seeds or seedlings but has relied upon its own inspection and investigation.

All intended products, either seeds or seedlings, are to be obtained for the use of current growing cycle. If products are needed for subsequent years, a new request for that year will be submitted.

**8. Warranties**

The seeds and seedlings are sold “as is,” and RSP disclaims all warranties, whether express or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose.

CAL FIRE warrants to the extent of the purchase price that the seed sold is as described on the label. No other/further warranty, expressed or implied, is given. RSP’s Seed Lab is not an officially certified seed testing facility. Results of in-house testing should be used at the purchaser’s risk. CAL FIRE disclaims all responsibility and all liability for seeds and seedlings damaged or lost in shipping.

RSP may use the [Climate Adapted Seed Tool \(CAST\)](#) when confirming seed lot suitability for orders, providing the results to and seeking acceptance from a perspective Buyer ahead of a signed agreement for such options. CAST is a climate-adapted seed transfer tool developed by CAL FIRE in collaboration with the United States Forest Service and University of California Davis. The tool uses provenance test sites to estimate the percent decline in productivity as one of the main metrics to assess which alternative seed sources are preadapted to the climates of planting sites. Percent decline in productivity is the percent decline in tree volume or biomass that managers should expect due to using a seed source that is not well adapted to the climate the trees will grow in.

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