



PROPRIETARY RIGHTS AGREEMENT

This Agreement is between Walters Gardens, Inc. and you, the Customer of proprietary perennial and shrub plants purchased directly or indirectly from Walters Gardens, Inc. or proprietary perennial plants of Proven Winners® (hereinafter referred to as “Proprietary Plants”). By accepting the Proprietary Plants you hereby agree to the terms of this Agreement.

With your purchase of the Proprietary Plants either directly from Walters Gardens, Inc. or one of the brokers or customers of Walters Gardens, Inc. you are hereby given permission to plant directly in the ground, take and sell cut flower stems only to retail customers.

Customer agrees not to asexually propagate, collect seeds, or use pollen from any of the proprietary perennials for any purpose without prior written authorization from Walters Gardens, Inc.

Customer may sell only the original and unpropagated Proprietary Plants with the cultivar properly identified. Properly identified means with the proprietary label containing the four-color-photograph and indicating the full intellectual property rights of the cultivar, or in the case of Proven Winners® perennials with the original Proven Winner® label and container according to the “Proven Winners® Customer – Grower Agreement.”

Any sport or mutation (defined as a heritable change in phenotype or genotype of a plant) shall be the property of Walters Gardens, Inc., Proven Winners®, or the plant patent owner. The discovery of such sport or mutation shall be declared in writing to Walters Gardens, Inc., Proven Winners®, or the plant patent owner within two weeks of discovery. Customer shall immediately upon request provide the new sport or mutation to Walters Gardens, Inc., Proven Winners®, or the plant patent owner.

Customer may not assign any of the rights in this agreement to any other person, company, or entity.

If any provision of this agreement is or becomes unenforceable or invalid, the remainder of the provision shall continue to be enforceable.

This Agreement shall be interpreted in accordance with the laws for the County of Ottawa, State of Michigan, USA. Each party hereby acknowledges that they have the authority to bind themselves and their respective entity or corporation and that the execution of this contract is within the scope of their authority.

Company Name

Address

Authorized Signature

Date of Signature
