

Chapter 15.160 RCW
TURF SEED PRODUCTION AND PURCHASE CONTRACTS

Sections

15.160.010	Definitions.
15.160.020	Turf seed production contracts.
15.160.030	Turf seed production contracts—Authentication— Extension, renewal.
15.160.040	Seed bailment contracts, seed purchase contracts.
15.160.050	Turf seed purchase contract terms.
15.160.060	Turf seed dealers—Modification to payment terms— Contract modification—Action to recover damages.
15.160.070	Testing of turfgrass seeds.
15.160.080	Failure of payment to producer.
15.160.090	Seed dealer licenses—Department may adopt rules.
15.160.100	Administration and enforcement—Mediation services.
15.160.110	Applicability.

RCW 15.160.010 Definitions. The definitions in this section apply throughout this chapter unless the context clearly requires otherwise.

(1) "Authenticate" means to sign or with present intent to adopt or accept a record, to attach to, or logically associate with the record, an electronic sound, symbol, or process.

(2) "Producer" means any person engaged in the business of growing or producing any agricultural product, whether as the owner of the products, or producing the products for others holding the title thereof.

(3) "Seed bailment contract" means any bailment contract for the increase in agricultural seeds where the bailor retains the title to seed, seed stock, plant life, and the seed crop resulting therefrom.

(4) "Turfgrass seed" means Kentucky bluegrass, perennial ryegrass, tall fescue, hard fescue, slender fescue, and creeping red fescue. Forage fescue and reclamation grass seed are excluded from this order.

(5) "Turf seed dealer" means a person that in the ordinary course of business contracts to buy turfgrass seed grown in this state by a producer or contracts with a producer for the growing of turfgrass seed in this state. "Turf seed dealer" does not include a common carrier used to transport an agricultural commodity.

(6) "Turf seed producer" means a person that grows turfgrass seed in this state on a commercial basis without entering into a contract with a turf seed dealer before harvesting of the seed.

(7) "Turf seed production contract" means a written agreement between a producer and a turf seed dealer for the growing of turfgrass seed in this state.

(8) "Turf seed purchase contract" means a written agreement for a turf seed dealer to purchase turfgrass seed that has been grown by a turf seed producer. "Turf seed purchase contract" does not include a seed production contract.

(9) "Variety not stated seed" means seed that is sold in unmarked plastic bags or other unmarked containers without any reference to a variety name for the seed. [2025 c 117 s 1.]

RCW 15.160.020 Turf seed production contracts. (1) If the turf seed production contract does not settle the price of the turfgrass seed, the contract is enforceable and the price shall be determined as described in RCW 62A.2-305 (1) through (3).

(2) Except as provided in RCW 15.160.030, payment to the producer is due by the earliest of the following:

(a) The dates specified in the contract;

(b) 30 days after seed delivery; or

(c) May 1st of the calendar year following the harvesting of the seed.

(3) Unless expressly provided otherwise in a turf seed production contract that is authenticated by the producer and turf seed dealer before the producer planting the turfgrass seed, the risk of loss and the responsibility for the payment of storage fees transfer from the producer to the turf seed dealer upon the earlier of:

(a) The delivery of the seed to the turf seed dealer pursuant to a notice from the turf seed dealer; or

(b) The delivery to the turf seed dealer of test results establishing that the seed meets quality standards set forth in the contract.

(4) It is an implied condition of any price or payment requirement described in subsections (1) through (3) of this section that the producer is performing, or has completed performance, in accordance with the seed production contract and has not otherwise breached the contract.

(5) Except as provided in subsection (7) of this section, a turf seed production contract described in this section may contain any additional terms agreed to by the parties.

(6) If a turf seed production contract is extended or renewed, for the extension or renewal period the parties may:

(a) Subject to (b) of this subsection, continue the terms of the original contract or agree to new or different contract terms; and

(b) Agree to payment due date terms as provided under this section or RCW 15.160.030(3).

(7) A turf seed production contract may not:

(a) Provide for exclusive venue or jurisdiction in another state;

(b) Provide for the terms of the contract to be interpreted under the laws of another state;

(c) Waive the application of RCW 15.160.010 through 15.160.090 to the contract; or

(d) Authorize a unilateral material modification of the contract.

(8) Subject to RCW 62A.2-201, subsections (1) and (7) of this section also apply to a nonwritten agreement for the production of turfgrass seed.

(9) A term in a turf seed production contract that conflicts with subsection (1) or (7) of this section is void. [2025 c 117 s 2.]

RCW 15.160.030 Turf seed production contracts—Authentication—Extension, renewal. (1) A turf seed production contract that is authenticated by the producer and turf seed dealer before the producer planting the turfgrass seed may contain payment due date terms that differ from the payment due date terms described in RCW 15.160.020(2) if the contract states the date by which final payment for the turfgrass seed is due.

(2) If a turf seed production contract that is authenticated by the producer and turf seed dealer before the producer planting the turfgrass seed does not contain the information required under subsection (1) of this section, notwithstanding any contrary payment due date terms stated in the contract, the payment due date terms of the contract are subject to RCW 15.160.020(2).

(3) An extension or renewal of any turf seed production contract, regardless of when the contract was authenticated, may contain payment due date terms that differ from the payment due date terms described in RCW 15.160.020(2) if the extension or renewal contains the information required under subsection (1) of this section. If an extension or renewal of a turf seed production contract does not contain the information required under subsection (1) of this section, notwithstanding any contrary payment due date terms stated in the extension or renewal, the payment due date terms for the extension or renewal are subject to RCW 15.160.020(2).

(4) It is an implied condition of any payment requirement created as provided under this section that the producer is performing, or has completed performance, in accordance with the turf seed production contract and has not otherwise breached the contract. [2025 c 117 s 3.]

RCW 15.160.040 Seed bailment contracts, seed purchase contracts.

(1) A seed bailment contract or seed purchase contract does not create a possessory security interest in goods under the uniform commercial code, chapter 62A.9A RCW. For a seed bailment contract, filing, recording, or notice of the contract is not a requirement for establishing, during the term of the contract, the validity of the contract or for establishing and confirming in the turf seed dealer the title to all seed, seed stock, and plant life grown or used by the bailee under the terms of the contract.

(2) Payments due from a turf seed dealer to a bailee under the terms of a seed bailment contract, or due to a turf seed producer under the terms of a turf seed purchase contract, are subject to lien under chapter 60.11 RCW and to security interests perfected as provided under Title 62A RCW. [2025 c 117 s 4.]

RCW 15.160.050 Turf seed purchase contract terms. (1) The terms of a turf seed purchase contract must include:

- (a) The estimated date for seed delivery;
- (b) The terms and estimated date for the turf seed dealer to pay the seed producer;
- (c) The amount of turfgrass seed to be purchased; and
- (d) The species, cultivars, and quality standards of the turfgrass seed to be purchased.

(2) If the turf seed purchase contract does not settle the price of the turfgrass seed, the contract is enforceable and price shall be determined as described in RCW 62A.2-305 (1) through (3). A turf seed purchase contract must require the turf seed dealer to make payment to the turf seed producer within 30 days after seed delivery. However, upon written mutual agreement of the turf seed producer and the turf seed dealer, the producer may extend the period available for the dealer to make payment. [2025 c 117 s 5.]

RCW 15.160.060 Turf seed dealers—Modification to payment terms—Contract modification—Action to recover damages. (1) A turf seed dealer that requests modification to the payment terms of a seed production contract for turfgrass seed shall pay an amount equal to at least 25 percent of the value of the contract prior to modification of the contract.

(2) A party to a turf seed production contract or turf seed purchase contract may not, as a condition of performance, require the other party to agree to a material modification of the contract. A contract modification obtained in violation of this subsection is unenforceable.

(3) In any action to recover damages for breach of a turf seed production contract or turf seed purchase contract, if the court finds that a party to the contract failed to act in good faith as defined in RCW 62A.1-201, the court may award the prevailing party court costs and reasonable attorneys' fees. [2025 c 117 s 6.]

RCW 15.160.070 Testing of turfgrass seeds. (1) If testing as provided under a turf seed production contract establishes that turfgrass seed does not meet the quality standards set forth in the contract, the producer may at any time send the test results to the turf seed dealer and inquire whether the turf seed dealer intends to purchase the seed. If, within 30 days after the turf seed dealer receives the test results and inquiry from the producer, the turf seed dealer delivers a response informing the producer that the turf seed dealer intends to purchase the seed, the response is an accord that forms a turf seed purchase contract for the seed purchased under this subsection. Except as provided in this subsection regarding price, the parties may establish the terms of the turf seed purchase contract as provided under RCW 15.160.040. The price of the seed that is subject to the turf seed purchase contract shall be:

(a) Any price stated in the turf seed production contract for seed not meeting quality standards;

(b) If not determined by the turf seed production contract, any price agreed to by the parties; or

(c) If not determined by the turf seed production contract or by agreement, the market price for seed of the same kind and quality as the produced seed. However, a seed price established by the use of market price may not exceed any price established in the turf seed production contract for seed that meets quality standards.

(2) An accord that creates a turf seed purchase contract under subsection (1) of this section does not affect the terms of a turf seed production contract for any seed that was not described in the test results and inquiry sent by the producer.

(3) A producer may send test results and make an inquiry under subsection (1) of this section in any manner that documents turf seed dealer receipt of the test results and inquiry. A turf seed dealer may send a response under subsection (1) of this section to a producer in any manner that documents producer receipt of the response.

(4) If, within 30 days after the turf seed dealer receives the test results and inquiry from the producer, the turf seed dealer has not delivered a response informing the producer that the turf seed dealer intends to purchase the seed, the turf seed dealer is deemed to have refused purchase of the seed and to have authorized the producer to sell the seed in a commercially legal manner as variety not stated

seed. This subsection does not authorize the sale of any seed, seed stock, or plant life of a protected variety grown or used by the producer other than a sale of seed as variety not stated seed. The remedy provided under this subsection is in addition to any other remedy available to a producer by law. An authorization for sale arising under this subsection is in addition to any other conditional or unconditional authorization for sale that a turf seed dealer may grant to a producer. [2025 c 117 s 7.]

RCW 15.160.080 Failure of payment to producer. (1) If a seed dealer fails to pay a producer for turfgrass seed when payment is due under a turf seed production contract or fails to pay a seed grower for turfgrass seed when payment is due under a seed purchase contract, the producer or turfgrass seed grower may notify the department. Upon notification by a producer or turfgrass seed grower, the department shall determine whether payment has been made when due. If the department determines that the turf seed dealer has not made a payment that is due under a turf seed production contract or turf seed purchase contract, the department shall notify the seed dealer in writing that the dealer has 30 days to pay the producer or turfgrass seed grower all delinquent amounts plus interest on each delinquent amount at the rate of one percent per month simple interest from the final payment date for that delinquent amount.

(2) A turf seed production contract or turf seed purchase contract may not vary the terms of the remedy provided by this section. This section does not prevent a producer or turfgrass seed grower from filing a notice of lien against a turf seed dealer.

(3) If a turf seed dealer fails to make payment as required by a notice given by the department under this section, the department, in accordance with chapter 20.01 RCW, shall suspend any turf seed dealer license issued to the dealer until the dealer demonstrates to the satisfaction of the department that the dealer is current on all payments due to all producers and turfgrass seed growers.

(4) A seed dealer that fails to make payment on a seed production contract or seed purchase contract as required by a notice given by the department under this section is considered to have authorized the producer or turfgrass seed grower to sell in a commercially reasonable manner any seed from the contract that is still in the possession of the producer. This subsection does not prevent a turf seed dealer from giving consent to the producer or turfgrass seed grower by other means and does not supersede the terms of a consent given by other means.

(5) To enforce this chapter, the department may charge a turf seed producer in accordance with RCW 20.01.480. [2025 c 117 s 8.]

RCW 15.160.090 Seed dealer licenses—Department may adopt rules.

(1) The department may adopt rules to require, as a condition of issuing a seed dealer license under chapter 20.01 RCW, that each seed dealer provide the department financial assurance for the performance by the seed dealer under any turf seed production contract or turf seed purchase contract entered into by the seed dealer.

(2) The department may refuse to issue a seed dealer license to an applicant if the applicant, any owner or officer of the applicant, or any individual exercising substantial control over the turf seed industry activities of the applicant:

- (a) Is a seed dealer for which the license has been suspended under RCW 15.160.080;
 - (b) Is or was an owner or officer of a seed dealer at the time of an event that resulted in the license of the seed dealer being suspended under RCW 15.160.080; or
 - (c) Was an individual who exercised substantial control over the seed industry activities of a turf seed dealer at the time of an event that resulted in the license of the seed dealer being suspended under RCW 15.160.080.
- (3) An agent that enters into a turf seed production contract on behalf of a turf seed dealer is conclusively presumed to have actual authority to establish the performance obligations of the seed dealer under the contract.
- (4) For the purposes of this section:
- (a) "Officer" means any of the following individuals:
 - (i) A president, vice president, secretary, treasurer, or director of a corporation;
 - (ii) A general partner in a limited partnership;
 - (iii) A manager in a manager-managed limited liability company;
 - (iv) A member of a member-managed limited liability company;
 - (v) A trustee; or
 - (vi) An individual who is an officer as defined by the department by rule. A definition of "officer" adopted by department rule may include individuals not listed in this subsection (4)(a) who may exercise substantial control over a business.
 - (b) "Owner" means:
 - (i) A sole proprietor of, partner in, or holder of a controlling interest in an applicant; or
 - (ii) Any person who is an owner as defined by the department by rule. [2025 c 117 s 9.]

RCW 15.160.100 Administration and enforcement—Mediation services. (1) The department may adopt rules for the administration and enforcement of RCW 15.160.010 through 15.160.090.

(2) The director may make mediation services available through the department for the resolution of turf seed production contract disputes and seed purchase contract disputes. [2025 c 117 s 10.]

RCW 15.160.110 Applicability. RCW 15.160.010 through 15.160.100 apply to seed contracts entered into, extended, or renewed on or after July 27, 2025. [2025 c 117 s 11.]