

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.]