

IC 15-15-6

Chapter 6. Seed Contracts

IC 15-15-6-1

Application; applicable law

Sec. 1. (a) Except as provided in section 2 of this chapter, this chapter applies to a seed contract for seed that is planted in Indiana.

(b) Other applicable Indiana law not in conflict with this chapter applies to a seed contract for seed that is planted in Indiana.

As added by P.L.2-2008, SEC.6.

IC 15-15-6-2

Application to certain contracts

Sec. 2. This chapter does not apply to either of the following:

(1) A seed contract entered into before January 1, 2004.

(2) A production contract.

As added by P.L.2-2008, SEC.6.

IC 15-15-6-3

Application of certain definitions

Sec. 3. The definitions in IC 15-15-7 apply throughout this chapter.

As added by P.L.2-2008, SEC.6.

IC 15-15-6-4

Incorporation of law into seed contracts

Sec. 4. (a) The provisions of this chapter are considered to be a part of every seed contract.

(b) A seed contract is not required to contain or restate any provision of this chapter.

(c) A bag or other container used by a seed supplier to deliver seed to a farmer is not required to bear a label or any other writing containing or restating any provision of this chapter. A provision found on a label or any other writing on a seed bag or container inconsistent with this chapter is not enforceable against a farmer.

(d) The failure of a seed supplier to state any provision of this chapter in a seed contract, on a label, or in any other writing on a seed bag or container is not a violation of this chapter.

As added by P.L.2-2008, SEC.6.

IC 15-15-6-5

Conflict with law; void contracts

Sec. 5. A provision of a seed contract in conflict with this chapter is void.

As added by P.L.2-2008, SEC.6.

IC 15-15-6-6

Waiver of law void

Sec. 6. A provision of a seed contract that purports to waive a provision of this chapter is void.

As added by P.L.2-2008, SEC.6.

IC 15-15-6-7

State law governing seed contracts

Sec. 7. A seed contract subject to this chapter is governed by the laws of Indiana.

As added by P.L.2-2008, SEC.6.

IC 15-15-6-8

Choice of other law

Sec. 8. If a seed contract purports to choose the laws of a jurisdiction other than Indiana to govern the contract, the choice is not enforceable.

As added by P.L.2-2008, SEC.6.

IC 15-15-6-9

Choice of forums; unenforceable choice

Sec. 9. (a) This section applies only if a seed contract purports to choose a forum that would not otherwise have jurisdiction over a farmer.

(b) The forum selection provision of a seed contract must be printed conspicuously in immediate proximity to the space reserved for the signature of the farmer. For purposes of this subsection, a forum selection provision is printed conspicuously if any of the following apply:

- (1) The provision is printed in capital letters, and other text is printed in capital and lower case letters.
- (2) The provision is printed in a larger, bold, or other typeface different from other text.
- (3) The provision is printed in a color that contrasts with other text.
- (4) The provision is underlined.
- (5) The provision is printed in any other way that highlights the provision in relation to the other text of the contract.

(c) A forum selection provision that violates this section is not enforceable.

As added by P.L.2-2008, SEC.6.

IC 15-15-6-10

Confidential communications

Sec. 10. Communications:

- (1) between a farmer and:
 - (A) a member of the farmer's immediate family;
 - (B) an attorney;
 - (C) an accountant;
 - (D) a professional adviser; or
 - (E) a partner, an associate, or another individual engaged with the farmer in the farming enterprise for which the seed was purchased;
- (2) regarding the terms of a seed contract; and

(3) made for the purpose of giving advice to the farmer;
are not a breach of a confidentiality provision in a seed contract.
As added by P.L.2-2008, SEC.6.

IC 15-15-6-11

Possession of proprietary material; effect of de minimus possession

Sec. 11. If:

(1) a product in which the seed supplier has rights is possessed
by the farmer or found on real property owned or occupied by
the farmer; and

(2) the presence of the product is de minimus or not intended by
the farmer;

the farmer is not liable for breach of the seed contract.

As added by P.L.2-2008, SEC.6.