

Submitter: David Wall
On Behalf Of: Mr Oregon SUPPORTS HB 4065
Committee: Senate Committee On Natural Resources and
Wildfire
Measure, Appointment or Topic: HB4065

I SUPPORT [HB 4065 A]. (However, I really shouldn't-too many benefits for Dealers.)

***[HB 4065A] does not punish the Seed Dealers enough.

From the Text of [HB 4065 A],

"... SECTION 1. ORS 576.738 is amended to read: 576.738.

... (1) If a seed dealer fails to pay a producer for agricultural seed when payment is due under a seed production contract or fails to pay a seed grower for grass seed when payment is due under a seed purchase contract, the producer or seed grower may notify the State Department of Agriculture....

"... (5) The department may charge a producer or seed grower a fee, not to exceed \$100 [\$50], for determining whether payment has been made in accordance with the terms of a seed production contract or seed purchase contract. The department may charge a producer or seed grower a fee, not to exceed \$400 [\$200], for notifying a seed dealer in writing regarding the deadline for payment of delinquent amounts plus interest...."

***The 'producer and or seed grower' should not have to pay [\$500.00] for the Agriculture Department to check if a payment has been made and to notify the 'Dealer' their ass is in a sling for breach of contract. The Dealer should pay if a breach in contract is at play.

"... (2) A seed production contract or seed purchase contract may not vary the terms of the remedy provided by this section...."

*** The remedy should carry 'Treble' the damages in favor of the 'producer and or seed grower'.

".... (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 seed grower to sell in a commercially reasonable manner any seed from the contract that is still in the possession of the producer or seed grower...."

***The seed dealer could purposely hold back payment for a variety of market related calculations-like causing the seed producer and or grower to face economic hardship or declare bankruptcy. Once there is a material breach of contract, the ball is in the seed producer and or growers court-NOT the Dealer.

David S. Wall

Mr. Oregon Concur and says, "Farmers need better protections from the lackadaisical acts of the Salem-ites. Scare the Dealers to death if they even form the thought of causing the Farmer's any grief."