CAL FIRE Terms of Sale

All seedlings are sold as one-year old plugs.

Prohibited uses

Under no circumstances can seedlings obtained from the L.A. Moran Reforestation

Center be re-sold, planted outside the State of California, or planted an any property without the express prior permission of the property owner or designee. All seedlings planted for timber harvest must comply with all provisions of the California Forest Practice Rules. All seedlings planted for any reason must comply with all applicable local, state, and federal regulations. All seedlings shall be planted for the intended purpose(s) and at the stated location(s) as described within the original request form submitted or must receive approval from appropriate Reforestation Services Program staff before any deviations.

Seedling prices

Contract orders: \$0.50/seedling

Speculative orders of 1-499 seedlings: \$0.60/seedling Speculative orders of 500-999 seedlings: \$0.55/seedling

For contract orders:

Contract orders have a 1,000 seedling/species minimum and must be placed the year prior to sowing. For example, a customer seeking seedlings for planting in late fall 2022 or early spring 2023 should place their order no later than December 1, 2021, which allows time for seeds to be sown in early 2022. Orders containing sugar pine and/or grey pine must be placed by October 1 of the year prior due to the long stratification period required for these species.

A 10% deposit is required upon placing the order. Staff will not reserve bench space in the greenhouse until the deposit is received. The deposit is non-refundable except in the case of complete crop failure, in which case a full refund will be issued. Under no circumstances will CAL FIRE's liability exceed the cost of the deposit.

The remainder of the order must be paid prior to CAL FIRE shipping the seedlings or prior to or at the time of pick up. Customers will be charged based on the actual number of seedlings received; if CAL FIRE is unable to fill the order, the price will be adjusted accordingly. If CAL FIRE is able to grow more seedlings than originally agreed to in the order, the customer can opt to purchase the additional seedlings at \$0.50/seedling.

Seedlings must be picked up at the L.A. Moran Reforestation Center in Davis, or else shipped at the buyer's expense. Seedlings are available for pickup between December 1 and April 30. It may be possible to arrange a pickup outside of these windows with requests to do so evaluated on a case by case basis. Collection of your seedlings shall be scheduled with CAL FIRE staff with as much notice as possible.

CAL FIRE assumes no responsibility or liability for the planting of any tree seedlings and in the sale thereof, including goods damaged or lost in shipping. It makes no warranties, expressed or implied, of

merchantability or fitness for a particular purpose or regarding the survival or rate of growth of any seedlings.

For speculative orders:

There is no minimum number of seedlings for speculative orders, although orders under 100 trees must be picked up from the reforestation center (no shipping). Orders are accepted from November 15 through April 1, or until no seedlings remain. Orders are received and filled on a first-come, first serve basis and payment must be made in full at the time the order is placed. In the event that seedlings are damaged in between the order being placed and the date of pick up, a refund will be issued for the full cost of any seedlings that are lost. Under no circumstances will CAL FIRE's liability exceed the cost of the order.

CAL FIRE assumes no responsibility or liability for the planting of any tree seedlings and in the sale thereof, makes no warranties, expressed or implied, of merchantability or fitness for a particular purpose and makes no warranties regarding the survival or rate of growth of any seedlings.

Agreement to Monitoring

As all materials purchased through the Reforestation Services Program are subsidized with State funds, and in an effort to improve efficacy and support of our services, all parties receiving seedlings may be asked to agree to periodic monitoring of seedling viability. This shall be done at mutually agreed-upon timeframes post-sale, but ideally at 2, 5, and 10 year minimum increments, and can be satisfied, depending, through the sharing of site images, virtual or in-person inspections by CAL FIRE staff or its approved partners. A more specific monitoring plan may be developed between involved parties on a case-by-case basis, especially regarding experimental studies, such as climate modeling, or other unique ventures. GPS coordinates of planted project site(s) may need to be provided to CAL FIRE, substantiated with aerial imagery or online mapping tools, as well as other informative data relative to tree survival or growth rates. We welcome any feedback or suggestions to this model as it unfolds.

To place an order

To place an order, <u>please fill out our interest form online</u>. An LAMRC staff member will cross reference your request with our available seed and seedlings to determine whether we are able to fulfill the order. If we can fill the order, we will send an order form with appropriate species information filled out. Once we receive a signed form and a deposit payment back, the order is confirmed.