



**Burpee Home Gardens®**  
**Certified Grower Agreement for**  
**October 1, 2011 – September 30, 2012**

The Burpee Home Gardens Certified Grower Guidelines (“Guidelines”) are an integral part of this Agreement. I have read through the Guidelines and agree to participate in the program under the Guidelines and direction as set forth therein.

I understand that the following components of the program need to be maintained to ensure that the positioning of the brand aligns with the equity and value established by W. Atlee Burpee and Company over 125 years ago. A successful BURPEE HOME GARDENS program consists of the following:

- VARIETY: Only approved Burpee Home Gardens varieties purchased from Ball are allowed
- PRODUCT QUALITY: Excellent product quality on the shelf at all times
- TAG: One Burpee Home Gardens tag per saleable unit, tag merchandised facing front; tag purchased from Ball
- HANDLE: One handle per 306 pack
- PACK/POT: Product must be in an approved pack option, a Burpee Home Gardens branded pot, a Burpee Home Gardens-approved sustainable pot or a patio-ready pot
- MERCHANDISING: Program must be accompanied by appropriate POP materials
- PRICING: Product must be priced at or above average market price

This program is offered for production and support of the home gardener market and for in-store sales only. Resale of seed, plug or other form of product for or to commercial fruit and/or vegetable producers is not allowed. Online or direct mail sale of Burpee Home Gardens branded product is prohibited. In addition, any other use of the Burpee Home Gardens brand, as it pertains to products, tags, pots, POP or other materials, is not allowed without express written consent from Ball Horticultural Company.

I understand that failure to comply and deliver a program as specified may result in the loss of eligibility for the rebate program and possible future removal from the Burpee Home Gardens program. I agree that Ball Horticultural Company (Ball) or W. Atlee Burpee & Co. (Burpee) can perform visits to my locations to ensure adherence to the program. Ball will notify me if I am found to be in violation of any of the Guidelines, which are summarized above, and I will be asked to remedy the situation.

Your signature indicates your acceptance of these terms as outlined in the Certified Grower Guidelines and your participation in the Burpee Home Gardens program. Please sign and return to **BURPEE HOME GARDENS Program Administrator** at Ball Horticultural Company.

**Mail to:** Ball Horticultural Company  
Attn: Burpee Home Gardens Program Administrator  
622 Town Road  
West Chicago, IL 60185

**Or fax to:** 800 234-0370      **Or e-mail to:** [bhgpa@ballhort.com](mailto:bhgpa@ballhort.com)

Program Certification: **FLOWERS** \_\_\_\_\_ **VEGETABLE/HERB** \_\_\_\_\_ **Both** \_\_\_\_\_

Planned Retail Program Destination(s): \_\_\_\_\_

This agreement for program year October 1, 2011 through September 30, 2012 is accepted on (date), \_\_\_\_\_, by (company)\_\_\_\_\_.

Ball Customer Number \_\_\_\_\_

BY: \_\_\_\_\_ (signature) \_\_\_\_\_ (address)

\_\_\_\_\_ (print) \_\_\_\_\_ (address)

\_\_\_\_\_ (title) \_\_\_\_\_ (email address)