



GAP Connections Certification and Renewal Application with Terms and Conditions

Due date April 15th

Online applications must be submitted by midnight on April 15th and mailed paper copies must be postmarked by April 15th.

Application Fees

First year applicants (growers not currently Certified)

\$150 for online applications
\$200 for paper applications (via mail or fax)
\$50 for each associated grower on the application

Second Year renewals (growers who were Certified in 2018)

\$100 for online renewals
\$150 for paper renewal applications (via mail or fax)
\$50 for each associated grower on the renewal application

This application can be most easily completed online at www.gapconnections.com. If online completion is not possible, send a completed hard copy to:

GAP Connections
2450 E.J. Chapman Drive
Knoxville, TN 37996
Fax: (865) 622-4550
info@gapconnections.com

Only complete applications will be reviewed. A complete application includes:

- ☐ Responses to all questions on the GAPC Certification Application
- ☐ All required signatures from primary and associated growers accepting Terms and Conditions
- ☐ Payment
- ☐ Year 1 ONLY: 2018 578 Form(s) from FSA (page(s) containing Farming Operation Totals)

To achieve Certification a grower MUST:

- ☐ Have an active Grower ID number with GAPC
- ☐ Complete and receive approval for their Certification or Renewal application
- ☐ Follow all GAPC Membership and GAPC Certification standards and policies
- ☐ Participate in the GAPC Worker Concern Helpline or other approved third-party concern process
- ☐ Contact an approved auditing firm by April 15th of current year
- ☐ **Attend annual GAPC Training before June 30th of current year**
- ☐ **Complete the GAPC Annual Self-assessment prior to audit**
- ☐ Complete third-party GAPC Certification monitoring each year and achieve the minimum passing score for chosen type of Certification (U.S. or International)

After GAPC Certification is granted, the GAPC Grower Member will be continuously monitored for compliance. If at any point GAPC determines that a GAPC Grower Member who is granted GAPC Certification did not satisfy the requirements for GAPC Certification at the time GAPC Certification is granted, or if a GAPC Grower Member subsequently does not satisfy the requirements for GAPC Certification, GAPC Certification may be revoked.

Please select the option that describes your current status:

- ☐ **Applying for Year 1** (Growers not currently GAPC Certified)
- ☐ **Applying for Year 2 Renewal** (Growers who were GAPC Certified in 2018 and received a GAPC Certification Certificate)

Contact Information for Primary Grower ID

1. Are you currently a GAPC Grower Member?

- ☐ Yes, what is your Grower ID Number? _____
- ☐ No (If currently NOT a GAPC Grower Member, visit www.gapconnections.com or call 865.622.4606)

Full Name:

First

Middle

Last

Date of Birth:

(mm/dd/yyyy)

Mailing Address:

Street Address

Apartment/Unit #

City

State

Zip Code

Primary Phone:

Alternate Phone:

Email Address:

- ☐ I do not have an email address.

2. What is your preferred method of correspondence?

- ☐ **Email:** Using the email address above (*quicker and more efficient correspondence from GAPC*)
- ☐ **Mail:** Using mailing address above (*will delay correspondence from GAPC*)

Farm Information

Farm Name:

Farm Address:

- ☐ Same as Mailing Address

Street Address

City

State

Zip Code

Tobacco Acreage

Tobacco Type	Total Number of Acres	Tobacco Type	Total Number of Acres	Tobacco Type	Total Number of Acres
Flue-cured Harvest: <input type="checkbox"/> Mech <input type="checkbox"/> Hand		Maryland		Dark air	
Organic Flue-cured Harvest: <input type="checkbox"/> Mech <input type="checkbox"/> Hand		Wisconsin		Dark-fired	
Burley		Cigar		Other Tobacco: _____	

Consultants (OPTIONAL)

3. Do you work with a consultant that will be helping you with Certification?

☐ YES:

Name: _____ Email Address: _____

Phone Number: _____

☐ NO

4. Do you want them to be included on all correspondence between you and GAPC?

☐ YES

☐ NO

Please note if you wish for the consultant to be able to reset passwords and speak to GAPC on your behalf you MUST complete a Consultant Authorization Form (found at www.gapconnections.com) and send to GAPC.

Labor Information

		Total number of workers by type
Hired Labor in Tobacco (non-immediate family labor)		
A. H-2A labor hired by the Grower	=	
B. H-2A labor hired by a H2ALC (H-2A FLC)	=	
C. Migrant non-H-2A hired by the Grower	=	
D. Migrant non-H-2A hired by a third-party	=	
E. All other hired labor hired by the Grower (non-family, non-H-2A, non-migrant)	=	
F. All other hired labor hired by a third-party (non-family, non-H-2A, non-migrant)	=	
Immediate Family Labor in Tobacco		
G. Immediate Family (spouse, children, stepchildren, foster children, parents, stepparents, foster parents, brothers and sisters.)	=	
Total workforce on your farm in tobacco (add A through G)		

5. Do you or anyone you farm or share labor with provide housing to any of your labor?

- ☐ YES, I provide housing for some or all of my labor.
☐ YES, someone I farm or share labor with provides housing to some or all of my labor
☐ NO

6. If you have H-2A labor, please specify the third-party that helps hire H-2A workers on your farm:

- | | | |
|---|---|--|
| <input type="checkbox"/> I do not use a third-party | <input type="checkbox"/> NCGA | <input type="checkbox"/> National Agricultural |
| <input type="checkbox"/> H-2ALC (list name and
number below as a Farm
Labor Contractor) | <input type="checkbox"/> VAGA | Consultants |
| | <input type="checkbox"/> AWMA | <input type="checkbox"/> Other: _____ |
| | <input type="checkbox"/> Kentucky Farmers Aid | |

7. Do you use a farm labor contractor or crew leader to obtain labor for your tobacco operation?

- ☐ NO
☐ YES → Name: _____ Certification # : ____ - ____ - ____ - ____ - ____ - ____
Does the FLC provide housing for the workers? ☐ Yes ☐ No

8. Is any of the labor reported under 18 years of age?

- ☐ YES (answer H-K in table below)
☐ NO (skip to Associated Growers)

	Total number of workers by type
H. Non-family minors age 16 or 17 ^{1,2}	
I. Non-family minors under the age of 16 ²	
J. Family minors age 16 or 17 ¹	
K. Family minors under the age of 16 ¹	

Associated Growers

To associate another individual with your farm operation (an “Associated Grower”) the following criteria must be met:

- The Associated Grower must currently be a GAPC Grower Member³
- The Associated Grower must share the same labor force, whether family or hired, with you. Specifically, the same labor force must work in all fields and be hired and paid by the same person or entity for all work.
- All the decisions about management of fields farmed by the GAPC Grower Member and Associated Grower must be made jointly, i.e. there are not designated fields for each individual in which that grower makes separate management decisions.

¹ Please see the GAPC Certification Standards to review the list of prohibited hazardous tasks for workers under the age of 18.

² GAPC Certification does not allow any non-family minors under 16 to work in tobacco unless they meet the qualifications for the listed exemptions in the GAPC Certification Standards.

³ If currently NOT a GAPC Grower Member, please visit www.gapconnections.com or call 865.622.4606 to register as a member.

If all the criteria above is met, that individual can be added to your farm operation as an Associated Grower.

Please note:

- Monitoring activities will be done per operation and will cover the primary Grower ID and any listed Associated Growers.
- The Primary Grower or an Associated Grower must be present for the monitoring activity.
- **All Associated Growers must complete required annual training by June 30th and execute the Terms and Conditions** for the operation to be certified.
- Each Associated Grower is an additional \$50 in application and administrative fees.
- After this application is completed Associated Growers can be added online at www.gapconnections.com or by calling GAP Connections and paying applicable fees.

	Full Name	Date of Birth	Grower ID Number
Associated Grower #1 (+ \$50)			____ _
Associated Grower #2 (+ \$50)			____ _
Associated Grower #3 (+ \$50)			____ _
Associated Grower #4 (+ \$50)			____ _
Associated Grower #5 (+ \$50)			____ _

Worker Interview Requirement (Please select the option that describes your operation.)

☐ Year 1: Complete if you are not currently Certified

To become a GAPC Certified Grower Member the certification audit must include worker interviews with twenty percent (20%) of the total workforce, with a minimum of two worker interviews for those operations with more than one worker and a maximum of ten worker interviews for those operations with 50 or more workers, for the current season in which the GAPC Grower Member is seeking certification, with the following exception.

If the GAPC Grower Member uses only immediate family labor **AND** completes the Immediate Family Labor Confirmation in the Terms and Conditions, the employee interviews are waived.

Employee Interview Requirement	Interview Requirement
<input type="checkbox"/> I hire non-immediate family labor to produce my tobacco crop.	20% of total workforce* for the current season
<input type="checkbox"/> I only hire immediate family labor <i>(complete the Immediate Family Labor Confirmation in the Certification Terms and Conditions)</i> .	No worker interviews are required for the current season.

* Total workforce includes all hired labor including part-time, full-time, and seasonal workers. There is a minimum of two worker interviews and a maximum of ten worker interviews for each farm that hires more than one non-immediate family labor.

☐ Year 2: Complete if you were Certified in 2018 and received a GAPC Certification Certificate

In Year 2, worker interviews can be conducted at the request of the grower but will only be required with the Site Visit if the GAPC Certified Grower (1) remediated an issue in Year 1 that required worker interviews or (2) switched from ONLY immediate family farm labor to hiring non-family labor.

If required, worker interviews will be conducted with twenty percent (20%) of the total workforce, with a minimum of two worker interviews for those operations with more than one worker and a maximum of ten worker interviews for those operations with 50 or more workers, for the current season in which the GAPC Grower Member is seeking certification.

Labor Description
<input type="checkbox"/> I hire non-immediate family labor to produce my tobacco crop.
<input type="checkbox"/> I only hire immediate family labor <i>(complete the Immediate Family Labor Confirmation in the Certification Terms and Conditions)</i> .

* Total workforce includes all hired labor including part-time, full-time, and seasonal workers. There is a minimum of two worker interviews and a maximum of ten worker interviews for each farm that hires more than one non-immediate family labor.

Growers Consent to be Listed as a Certified Grower

GAPC will provide a listing of GAPC Certified Grower Members and operations to all GAPC Regular Member Companies. This listing contains only the full name of the GAPC Certified Grower Member and address of operation. This listing is only visible to GAPC Regular Member Companies (to view a current list of companies please visit www.gapconnections.com). Please indicate below if you would like your name and operation's address to be listed if you achieve or maintain Certification.

	Date of Birth	Grower ID Number	Upon Certification, do you wish to be listed on the GAPC Certification list viewable to all GAPC Regular Member Companies?
Grower on Application		____ _	<input type="checkbox"/> Yes <input type="checkbox"/> No
Associated Grower #1		____ _	<input type="checkbox"/> Yes <input type="checkbox"/> No
Associated Grower #2		____ _	<input type="checkbox"/> Yes <input type="checkbox"/> No
Associated Grower #3		____ _	<input type="checkbox"/> Yes <input type="checkbox"/> No
Associated Grower #4		____ _	<input type="checkbox"/> Yes <input type="checkbox"/> No
Associated Grower #5		____ _	<input type="checkbox"/> Yes <input type="checkbox"/> No

Instructions

Please initial at each section and provide a signature at the end of this document. All grower ID's listed on the application including the primary GAPC Grower Member and Associated Grower ID's must sign the terms and conditions.

Immediate Family Labor Confirmation

- ☐ I, _____ (grower name), certify that I and any Associated Growers listed on the certification only use immediate family labor to produce my tobacco crop. I further certify that I or any Associated Growers listed on the certification application do not hire any non-immediate family labor to produce my tobacco crop. I understand that immediate family includes only: (1) A spouse; (2) Children, stepchildren, and foster children; (3) Parents, stepparents, and foster parents; and (4) Brothers and sisters.

-OR-

- ☐ I, _____ (grower name), hire non-immediate family labor.

Initial

Worker Communication Policies (If you use the NCGA helpline please check the second box.)

- ☐ I, _____ (grower name), agree to post the GAP Connections Worker Concern Helpline (WCH) poster in a location visible to workers, discuss the WCH talking points with my workers annually (an approved⁴ third-party worker concern process can be substituted for the GAPC helpline if it meets all requirements stated in GAPC Certification Standards), post the Worker Rights and Responsibilities (WRR) poster in a location visible to workers, discuss the WRR handout with my workers annually, and adopt, discuss and document a worker concern process with my workers annually.

For more information on these requirements please see the GAPC Certification Standards and GAPC Certification Compliance Guide.

-OR-

- ☐ I, _____ (grower name), elect to use the worker concern helpline hosted by the North Carolina Growers Association (NCGA). I understand that I must submit at my audit or site visit the following:
- Documentation signed by the workers that describes the procedures and policies used as well as how the helpline is shared with the workers (Acknowledge of Receipt document provided by NCGA)
 - Visual evidence of the phone number being displayed in a location visible to all workers

Initial

Terms and Conditions

These terms and conditions apply to all GAPC Grower Members participating in the GAPC Certification Program. By submitting this application and participating in the GAPC Certification Program, you agree to these Terms and Conditions. Any reference in these Terms and Conditions to “you”, the “GAPC Grower Member”, or similar reference shall refer to the GAPC Grower Member executing these Terms and Conditions.

Initial

Certification Monitoring and Remediation Policy

GAPC has approved multiple audit firms to conduct on-farm monitoring activities including audits, site visits, desktop reviews, and remediation visits of crop, environmental, and labor practices, facilities, and working conditions of farm workers for growers who wish to be GAPC Certified Grower Members. A list of GAPC approved audit firms may be obtained from GAPC.

By participating in the GAPC Certification Program, you agree to cooperate with agents and employees of the selected audit firm and GAPC with respect and without intimidation during monitoring activities and any follow-up actions. Failure to cooperate with agents and employees of the audit firm or GAPC is grounds for denial of GAPC Certification.

GAPC has provided you the GAPC Certification Compliance Guide available online at www.gapconnections.com identifying various standards that GAP Certified Grower Members are required to meet with respect to crop, environmental, and labor practices. In the event that your selected auditing firm encounters circumstances on your operation that are not in compliance with GAPC Certification Standards, GAPC may, but is not required to, permit you to remediate and correct any noncompliance with GAPC standards so that you may qualify for GAPC Certification in the year of application. There is no obligation on the part of GAPC to permit remediation. If GAPC permits remediation, **all required remediation must be**

⁴ 2019 Approved third-party worker concern processes include North Carolina Grower’s Association.

completed within 30 days of the date the audit or site visit was submitted. Failure to timely remediate noncompliance with GAPC Certification Standards may result in denial of GAPC Certification for your operation.

GAPC or the selected audit firm may investigate complaints made to the Worker Concern Helpline either via phone communication or on-site visits whether or not such communications come during the Certification process or at some later time. Any violations of GAPC Certification Standards brought to light through the Helpline must be corrected promptly through a remediation plan identified by GAPC and the auditing firm conducting the follow-up visit. Failure to remediate may, in GAPC's sole discretion, result in the denial or revocation of GAPC Certification, as applicable.

Compliance with the GAPC Certification Standards or remediation plan does not mean that you are in compliance with all applicable laws, rules and regulations.

In the event that GAPC, through any means, in its sole discretion, determines that an operation is engaged in serious violations of laws designed to protect workers, GAPC reserves the right to report the GAPC Grower Member's operation to the proper governmental authorities and revoke the GAPC Grower Member's GAPC Certification. Conduct that may potentially result in a report to outside authorities is detailed in GAPC Certification Compliance Guide (indicated with a "ISR"). **In addition to conduct identified in GAPC Certification Compliance Guide, any actions that pose an immediate risk of serious injury or death, forced labor, or human trafficking may be reported to the appropriate governmental authorities.**

Growers must allow the selected auditor to interview twenty percent of the Grower's workforce and more if needed without interference. Workers are to be selected randomly by the auditor. Worker interviews are to be conducted anonymously and Grower must not be present for worker interviews.

Any retaliation or intimidation directed towards your workers, the auditor, or GAPC staff will not be tolerated. If the auditor reports that any such conduct occurs during the audit, the audit visit will be terminated, and you will be denied GAPC Certification.

GAPC strives to protect the privacy of its members while encouraging high standards of integrity among growers.

In consideration of the GAPC Grower Member's participation in the GAPC Certification Program, the undersigned GAPC Grower Member releases, waives, discharges and covenants not to sue GAPC, its members, directors, officers, representatives, agents, attorneys, anyone acting on their behalf, approved auditing firms, and each of their respective successors and assigned (collectively, the "Releasees") from all liability to the GAPC Grower Member, [his/her personal representatives, heirs, and next of kin][its members, managers, shareholders, directors, officers], successors and assigns, for any and all loss or damage, and any claim or demands therefore on account of participation in the GAPC Certification Program including, without limitation, damages arising from GAPC's disclosure of facts learned during the audit or remediation process to governmental authorities, whether arising from the negligent or intentional acts or omissions or misconduct of the Releasees or any other person or otherwise. The undersigned GAPC Grower Member authorizes GAPC to disclose facts learned during the audit or remediation process as determined in GAPC's sole discretion. FURTHER, THE UNDERSIGNED AGREES TO HOLD HARMLESS AND INDEMNIFY ALL RELEASEES FROM ANY AND ALL LOSS, COST, DAMAGE OR EXPENSE, INCLUDING REASONABLE ATTORNEYS' COSTS AND FEES ARISING OUT OF THE UNDERSIGNED'S PARTICIPATION IN THE GAPC AUDIT AND REMEDIATION PROCESS. The undersigned GAPC Grower Member hereby agrees that the terms of this paragraph extend to all acts of negligence by the Releasees and is intended to be as broad and inclusive as is permitted by the laws of the state where the undersigned's farm operation is located and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The undersigned GAPC Grower Member acknowledges that terms of this paragraph are fair and reasonable and are reasonably required for the protection of the Releasees and the undersigned GAPC Grower Member would not be permitted to participate in the GAPC audit and remediation process but for the execution of this document.

Initial

Appeals Process for Growers

I, _____ (grower name), understand that GAPC maintains an appeals process if I do not agree with the certification monitoring findings. I understand that I must start the appeals process in writing (electronically and/or on paper) within 30 days from the date GAPC issues notice of Certification or denial of Certification. Each appeal will be reviewed by the Appeals Committee. Furthermore, I understand I will be responsible for fees associated and outlined in the appeals process.

Initial

For more information on Appeals Process please see the GAPC Certification Program Appeals Committee and Process document found at www.gapconnections.com.

GAPC Privacy Policy

Adopted and Last Updated: October 2017

Found here: www.gapconnections.com

Initial

Disclosure

As otherwise provided in these Terms and Conditions and notwithstanding the forgoing to the contrary, GAPC reserves the right to disclose information in accordance with these Terms and Conditions.

Initial

Indemnification

By participating in the GAPC Certification Program You agree to indemnify, defend and hold harmless GAPC and its officers, directors, employees, attorneys, agents, representatives, affiliates, subcontractors, subsidiaries and independent contractors (collectively, the "GAP Indemnitees") from and against all claims, actions, suits, losses, costs, liabilities, judgments, damages and expenses, including reasonable attorneys' fees, court costs, litigation expenses and related expenses (collectively, "Claims") arising out of or relating to (i) Your breach of any of the representations, warranties or obligations set forth herein or in the GAPC Certification Materials (the "Materials"), (ii) any incompleteness or inaccuracy of the information You provide to GAPC as part of the Program, (iii) any third party claim, (iv) Your use of, and/or reliance upon, any certification awarded under this Application, (vi) Your farm and operations, and (vii) GAPC's disclosure or other release of Your confidential information or other information about You arising from the certification process, including, but not limited to, GAPC training attendance date, notification of and results from compliance audits, labor concerns, and any other information associated with Your GAPC grower ID or Your form to auditors, GAPC members, governmental authorities or any other person; all of the foregoing, except to the extent such Claim was directly caused by the gross negligence or willful misconduct of GAPC. You understand and agree that it is specifically intended for You to indemnify GAP Indemnitees for their sole negligence and contributory negligence but not for their gross negligence or willful misconduct. To the extent You are required to indemnify any of the GAP Indemnities, You shall not enter into any settlement without obtaining their prior written consent. Without limitation of the foregoing, any or all of the GAP Indemnitees may elect to participate in any cause of action with counsel of their choosing at their own expense.

Initial

Notice of Claim; Mediation; Arbitration

If You believe that You have been damaged by any act or omission by GAPC, then You must provide GAP Connections with written notice within one hundred eighty (180) calendar days after the occurrence of each such act or omission, describing with reasonable detail (i) the act and/or omission, (ii) how You were damaged by it and (iii) a reasonable estimate of the amount of monetary damages You claim to have suffered (each, a “Notice of Claim”).

In the event of any controversy, claim or dispute arising out of or relating to this Application or the Program, or a breach thereof (each such event, a “Dispute”), the parties hereto agree to seek to resolve the dispute through open and good faith discussions in the first instance. If the Dispute cannot be resolved through these discussions, the parties agree to try and settle the dispute by mediation, administered by the American Arbitration Association (“AAA”) under its Mediation Rules.

If settlement is not reached within sixty (60) calendar days after service of a written demand for mediation, such Dispute shall be finally resolved under the Rules of Arbitration of the American Arbitration Association (the “Rules”) by three (3) arbitrators appointed in accordance with the Rules (each such arbitration, an “Arbitration”). The place of arbitration, and the location for all hearings and meetings in an Arbitration, shall be Knoxville, Tennessee, which location cannot be changed, and any Arbitration may be initiated by either party in accordance with the Rules. For each Arbitration, Tennessee law shall be applied to the merits of the Dispute. Each party shall present its case in a pre-hearing memorial accompanied by all of its evidence in support of its position. The arbitrators in any Arbitration shall enforce, and not modify, the terms of this Application. The award or decision of the arbitrators shall be final and binding on each party and its respective successors and assigns, and judgment may be entered thereupon and enforced in any court of competent jurisdiction. All costs and expenses of any Arbitration, including reasonable attorneys’ fees and expenses and the administrative and arbitrator fees and expenses, shall be borne by the parties as determined by the arbitrators. Nothing in this Section shall be construed as limiting the right of a party to seek, in a court of competent jurisdiction, an injunction or other equitable relief in aid of arbitration (including to maintain the status quo or preserve the subject matter of the arbitration) with respect to any actual or threatened breach of this Application or otherwise, to prevent or avoid irreparable harm. Nothing herein shall permit the arbitrators to award any damages which are disclaimed in this Application.

It is understood and acknowledged that during the pendency of a Dispute, all of the terms and conditions of this Application and the Program shall remain in effect and the parties shall continue to perform all of their respective obligations hereunder.

Except to the limited extent necessary to comply with any applicable law, legal process, or a court order or to enforce a final settlement agreement or secure enforcement of the arbitrators’ award, the parties agree that the existence, terms and content of any Arbitration, all information and documents disclosed in any Arbitration or evidencing any arbitration results, award, judgment or settlement, or the performance thereof, and any allegations, statements and admissions made or positions taken by either party in any Arbitration shall be treated and maintained in confidence and are not intended to be used or disclosed for any other purpose or in any other forum. Without limiting the foregoing confidentiality requirements, You agree that during the pendency of a Dispute You will not publicly or privately disparage any of the GAP Indemnitees in any way, make or give any comments, statements, or opinions which may be harmful to the goodwill and reputation of the GAP Indemnitees, or directly or indirectly cause or encourage the making of such comments, statements, or opinions, or the taking of such actions, by anyone else. For the purposes of this Application, the term “disparage” includes, without limitation, comments or statements to the press and/or media, or to any individual or entity with whom the GAP Indemnitees have a business or personal relationship which would adversely affect in any manner (i) the conduct of the business of the GAP Indemnitees; (ii) the business reputation of the GAP Indemnitees; or (iii) the personal reputation of the GAP Indemnitees.

Initial

Disclaimer of Warranties

GAPC does not make any (and GAPC hereby disclaims, to the greatest extent allowed by law, any and all) warranties, representations, and conditions, whether written, oral, express, implied or statutory, including any warranties of accuracy, completeness, title, against infringement, merchantability or fitness for a particular purpose, with respect to the program, any application or form, the GAPC certification review process, and any optional services provided by or on behalf of any gap indemnitee. GAPC explicitly disclaims any and all liability arising from your use of the application or the manual for any purpose other than for the pursuit of precertification or certification from GAPC.

Initial

Discretion of GAP Connections

All determinations related to certification are in the sole and absolute discretion of GAPC and in no event shall any GAP Indemnitee have any liability as a result of any decision to grant or not to grant certification to you for any reason.

Without limiting the broad scope of this section, you agree and acknowledge that: (i) GAPC Certification is not a representation, and does not mean that your farm is operated in accordance with applicable laws, regulations or codes; and (ii) any grant of certification does not mean that GAPC endorses, verifies or agrees with any information that has been provided or represented to GAPC.

Initial

Limitation of Liability

Except as otherwise required by law, in no event shall any of the GAP Indemnitees be liable to you, your agents or any third party for any direct, special, indirect, incidental, punitive, or consequential damages, including damages or costs due to loss of profits, tax credits, economic benefits, data, loss of goodwill, or personal or other property damage regarding this application or the program, or resulting from or in connection with the performance of this application by any GAP Indemnitee or in connection with the program, the certification program, the manual or any application or form, regardless of the cause of action or the theory of liability, whether in tort, contract, or otherwise, even if such party has been notified of the likelihood of such damages occurring. Regardless of the foregoing, and without limiting any other provision herein, (i) your sole remedy with regard to the GAP Indemnitees shall be limited to a return of fees paid by you to GAPC; and (ii) in no event shall GAPC be liable, in the aggregate, to you, your agent or any third party in excess of the total amount of fees paid by you to GAPC. In no event shall any GAP Indemnitee be liable to you or any other third party for any such errors.

Initial

Disclosure of Information

In order to complete the GAPC Certification application process, You must submit extensive information to GAPC related to your farm and operations, including without limitation, any information related to You or your farm and operations provided prior to executing the Application, information contained within the Application(s) and any additional information or data provided to GAPC in connection with the Program (collectively, "Project Information"), including but not limited to training attendance data, notification of and results of compliance audits.

GAPC may disclose Product Information to third parties, including auditors, governmental agencies, and other Members of GAPC. Nothing in this Application shall prevent GAPC from disclosing Project Information, including where legally compelled to do so by duty, order or command under color of law. Unless prohibited by law, prompt notice of any compelled disclosure will be provided to You to facilitate an opportunity to limit or prevent such disclosure at Your sole expense. Without limitation, GAPC may disclose Project Information if such disclosure, in its sole discretion, is deemed

to be in the interest of public safety. By signing this Application, You acknowledge and agree that GAPC has no control or authority over the recipients of Project Information, and cannot be held liable for the actions, if any, taken by such third party recipients as a result of their receipt of the Project Information.

Initial

Certification

If (a) You are not in breach of these terms and conditions; and (b) after completion of the Certification Audit GAPC determines that your operation complies with the GAPC Certification Standards GAPC will notify you by mail that your operation has been granted GAPC Certification. If you are granted GAPC Certification, you will be granted a license to use the GAPC Certification Marks as set forth below.

Subject to the forgoing terms, your GAPC Certification may be revoked by GAPC at any time if your operation no longer satisfies the GAPC Standards.

License

Authorization. Once you have been granted GAPC Certification and for so long as you remain a GAPC Certified Grower, subject to these terms and conditions, GAPC grants to you a limited, personal, non-transferable, non-sub licensable, royalty-free, non-exclusive, revocable license to use “GAP Connections Certified” and “U.S. Tobacco GAP Program” (the “Certification Marks”) solely in connection with the promotion and conduct of your farm operation performed in relation to your GAPC Certification in the United States. No other rights are granted except for those explicitly granted herein.

Term of Use. Permission to use the Certification Marks exists solely for period of time that your operation is GAPC Certified. If the GAPC Certification is not renewed, the GAPC Certification expires, or the GAPC Certification is revoked, all rights to use the Certification Marks shall terminate and you must immediately cease use of the Certification Marks.

Restrictions on Use. Without limiting the other terms and restrictions set forth herein, unless otherwise approved by GAPC in writing, you may not, directly or indirectly: (i) use the Certification Marks in conjunction with the promotion and/or provision of any services, or in any other way, outside the United States, (ii) use the Certification Marks in conjunction with the sale of any products other than those products for which your operation is certified, (iii) state or imply that GAPC has made a determination on the merits or quality of any products produced by your operation, (iv) certify individuals to use the Certification Marks, (v) use the Certification Marks in a manner that implies another individual or company is qualified to use the Certification Marks, or (vi) use the Certification Marks in violation of GAPC’s policies and procedures, which are incorporated herein by reference and may be adopted or modified from time to time.

Quality Control. The nature and quality of all advertising, promotional or other uses of the Certification Marks, and services associated therewith, will conform to the quality and standards specified by GAPC (as modified from time to time) and will be in full compliance all applicable laws and regulations. GAPC has the exclusive right to monitor the manner in which you use the Certification Marks. GAPC retains, at all times, the right to withdraw its approval of your use of the Certification Marks.

Protection of the Certification Marks. GAPC shall have the sole right to file applications to register, and to obtain registration for, the Certification Marks. You agree to cooperate fully with GAPC in filing such applications and obtaining such registrations, including providing GAPC with specimens of use of the Certification Marks and executing any documents requested by GAPC, or in protecting, enforcing and defending the Certification Marks. You must notify GAPC in writing of any infringements, imitations, claims or other problems with respect to the Certification Marks which may arise or otherwise come to your attention. GAPC shall have the sole right, but not the obligation, to take any action on

account of any such infringement, imitation, claim or problem. You may not institute any suit nor take any other action on account of such infringements, imitations, claims or problems without the prior express written consent of GAPC.

Ownership; Goodwill. The right to use the marks of GAPC is limited to those rights to use the Certification Marks and does not extend to any other marks of GAPC. Any goodwill attaching to the trademarks of GAPC as a result of your use of the Certification Marks will inure to the benefit of GAPC. You must conduct your business in a way that does not adversely affect GAPC’s reputation or goodwill. You must only display or use the Certification Marks as permitted in these terms or any other guidelines issued by GAPC (as updated from time to time). The right to use the Certification Marks does not grant right, title or interest in or to any trademark, service mark, logo or trade name of GAPC. You agree not to: (i) challenge GAPC as the sole, absolute or exclusive owner of all right, title and interest in and to the Certification Marks and the goodwill associated therewith, (ii) challenge the validity, control or use of any mark owned by GAPC, (iii) register, use, adopt or promote any mark that is confusingly similar to any mark owned by GAPC, (iv) take or encourage any action which would impair the rights of GAPC in and to the Certification Marks or any goodwill associated therewith, or (v) infringe the Certification Marks or any other marks owned by GAPC.

Disclaimer of Warranty. THE USE OF THE CERTIFICATION MARKS ARE PROVIDED ON AN “AS IS” BASIS. GAPC DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, USAGE OF TRADE, EMPLOYABILITY OR NON-INFRINGEMENT, EXCEPT TO THE EXTENT THESE DISCLAIMERS ARE HELD TO BE LEGALLY INVALID. GAPC HAS NO DUTY OR OBLIGATION TO REGISTER, RENEW OR OTHERWISE MAINTAIN ANY REGISTRATION FOR THE CERTIFICATION MARKS.

Signatures

Signature indicates acknowledgement and agreement to the Terms and Conditions listed above, certification listing choices and affirms accuracy and completeness of application.

X	
Signature of Primary Grower on Application	Date
X	
Signature of Associated Grower	Date
X	
Signature of Associated Grower	Date
X	
Signature of Associated Grower	Date
X	
Signature of Associated Grower	Date
X	
Signature of Associated Grower	Date

Payment

There is an application fee to be paid with each certification application or renewal. For each associated grower ID listed on the application there is a \$50 fee. Applications will not be reviewed until receipt of payment.

☐ Year 1 Payment: \$200 + (_____ x \$50) = \$ _____
(number of associated growers)

☐ Year 2 Payment: \$150 + (_____ x \$50) = \$ _____
(number of associated growers)

☐ **Check:**

☐ **Mail to GAP Connections, 2450 E.J. Chapman Drive, Knoxville, TN 37996**

☐ **Credit Card Choice:**

☐ **Visa**

☐ **MC**

☐ **Discover**

Card Number _____

Name on Card _____

Expiration Date _____

Security Code _____

Zip Code _____

Check the list below before sending your application to GAPC!

- ☐ **Review the list of non-remediable, critical Certification Standards and understand non-compliance with any of these non-remediable, critical Certification standards during the audit will prevent GAPC Certification.**
- ☐ **Complete Certification Application and Certification Terms and Conditions**
- ☐ **Year 1 ONLY: Obtain and send FSA 578 form(s) with Certification Application (*page(s) containing Farming Operation Totals*)**
- ☐ **Submit payment to GAP Connections for application fee**

List of non-remediable, critical Certification Standards:

Note that non-compliance with any of these non-remediable, Critical Certification standards during the audit or site visit will prevent GAPC Certification.

General

- Grower and all associated growers must annual attend Annual GAP Training meeting by June 30th

Crop

- Manage and grow all the tobacco you sell under your name or the name of the farming operation.
- Use only pesticides that have been approved by the EPA for use on tobacco (labeled). Always refer to your grower contract; some buyers may prohibit use of CPA's which are labeled for tobacco.
- Keep tobacco types strictly separated from each other during seeding, curing, and market preparation.
- Ensure that livestock are excluded from curing and storage structures
- Dispose of agrochemical containers legally
- Properly segregate, store, recycle, or dispose of hazardous waste including but not limited to residual CPAs, fuel, oil, grease, paint, and batteries.

Labor

- US: Comply with all federal and state child labor laws pertaining to immediate family labor.
- International: Family members ages 15 years of age or younger may only be assigned light, nonhazardous work only if does not interfere with compulsory school.
- International: Family members ages 16 – 17 cannot be assigned any DOL hazardous tasks (Appendix 1- List A) or other restricted tasks (Appendix 1 – List B).
- Growers must not employ or obtain services from any person who is younger than 16 years of age. Exceptions for utilizing a person under 16 years of age include the following: Youth excused from compulsory school attendance by applicable law, and youth involved in accredited learning programs can be assigned work tasks as long as the tasks relate directly to the learning experiences of the program and are in compliance with law.
- No hired worker under 18 may be assigned DOL hazardous tasks (Appendix 1 - List A).
- International: No hired worker under 18 may be assigned Other Restricted Tasks (Appendix 1 - List B).
- Ensure that the pay of all workers (including for temporary, piece rates, seasonal, and migrant workers) meet, at a minimum, national and state minimum wage requirements or adverse effect wage if H2A workers
- Provide workers with written wage statements for each pay period that include total pay, hours worked, daily start/stop times, piece rate and units produced if applicable, and any deductions from pay. (NOTE: If subject to MSPA, H2A or FLSA, a more detailed statement may be required); Compensation must include all time under the grower's direction and control once worker initiates any work activity including short breaks (15 minutes or less) and time used to conduct training. This does not include transportation from housing to field to start and from the field to housing when work is complete; All over contract work hours are voluntary and paid in accordance with applicable laws related to wage and working hour requirements; All deductions must be in accordance with applicable law; Workers must not be subject to any illegal wage withholdings, such as deposits or deductions for the purpose of recruitment or employment
- Workers shall be allowed to terminate their commitment at any time, without the threat of intimidation, coercion, blacklisting, or any other type of discrimination or retaliation.
- Growers are prohibited from employing compulsory or prison labor.
- All work must be voluntary and shall not be carried out under threat or duress. Growers must not recruit, transport, or receive workers using threats, force, coercion, abduction, fraud, or deceit or abuse of their power or the vulnerability of workers.

(Optional)

Applicant voluntary self-identification form

Applicant's Full Name	
Date of Application	

GAP Connections may, from time to time, apply for certain grants and similar funding which requires it to provide information regarding the demographics of its participants and members. As such, GAP Connections must track our applicants by gender and race/ethnicity. Information provided will be kept confidential and separate from your Certification Application and will not be used for purposes of analyzing your Application. When reported, data will not identify any specific individuals or entities.

For this reason, we invite you to indicate your gender and race/ethnicity below.

Gender	<input type="checkbox"/> Female <input type="checkbox"/> Male <input type="checkbox"/> I Do Not Wish to Disclose
Race	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> White <input type="checkbox"/> Black or African American <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> Asian <input type="checkbox"/> Two or More Races <input type="checkbox"/> I Do Not Wish to Disclose