USDA Agricultural Marketing Service

1400 Independence Ave., SW
Room 1510-S, Stop 0242
Washington, D.C. 20250-0242

Agreement
Between

And the
Associate Deputy Administrator
Fair Trade Practices Program
Agricultural Marketing Service

This agreement is made and entered into this___ day of _____, 20 ____ , by and between _____, located in _____, _____ hereinafter called the "Nonresident Complainant," and the Associate Deputy Administrator, Fair Trade Practices Program, Agricultural Marketing Service, United States Department of Agriculture, Washington, D.C., hereinafter called the "Associate Deputy Administrator."

WHEREAS, section 6(e) of the Perishable Agricultural Commodities, 1930, hereinafter called the "Act," provides that in the event a reparation complaint is made by a nonresident of the United States, or by a resident of the United States to whom the claim of a nonresident of the United States has been assigned, the complainant shall be required, before any formal action is taken on his complaint, to furnish a bond in double the amount of the claim conditioned upon the payment of costs, including a reasonable attorney's fee for the respondent if the respondent shall prevail, and any reparation award that may be issued by the Secretary of Agriculture against the complainant on any counterclaim by respondent.

WHEREAS, the Nonresident Complainant has agreed and does hereby agree to comply and abide by the terms of the Act and the regulations, and to furnish, in lieu of a surety bond and in accordance with section 46.5 of the Administrative Procedures Under the Perishable Agricultural Commodities Act, 1930 (7 C.F.R. § 46.5), a certified or cashier's check, or wire transfer in the amount of $_____, made payable to the "United States Department of Agriculture."

WHEREAS, the Associate Deputy Administrator has agreed, and does hereby agree, to accept the sum of $_____to be used for the purposes described or, in the event not needed for such purposes, to return the same or such unused portion as may exist, to said Nonresident Complainant.

NOW, THEREFORE, the parties mutually agree as follows:

The $ _____surety deposit of the Nonresident Complainant will be deposited by the Associate Deputy Administrator into a special deposit account of the United States Treasury and no interest is to accrue or to be paid to the Nonresident Complainant; and

2. If respondent prevails, the Nonresident Complainant will pay all costs, including reasonable attorney's fees for respondent, and any reparation award that may be issued by the Secretary of Agriculture against the complainant as a result of any counterclaim or otherwise; and

3. If the Nonresident Complainant, subject to its rights of appeal under section 7(c) of the Act, does not itself pay such award, the Associate Deputy Administrator, shall direct payment from the deposited funds.

4. The Associate Deputy Administrator will return any unused portion as may exist to the Nonresident Complainant.

_____
Signature

_____
Print Name

_____
Title

_____
Complainant/Company Name

_____
James Ivy
Associate Deputy Administrator
Fair Trade Practices Program
Agricultural Marketing Service