



JAI TEMPLETON
COMMISSIONER

TENNESSEE DEPARTMENT OF AGRICULTURE
DIVISION OF CONSUMER & INDUSTRY SERVICES
PLANT CERTIFICATION SECTION

APPLICATION FOR INDUSTRIAL HEMP GROWER LICENSE

For Departmental Use Only

Date Submitted _____ Date Issued _____ License Number _____

APPLICANT

Applicant*:	
Contact person (if applicant is an entity other than an individual):	
Principal address*:	
City/State/Zip:	
Phone:	Alt. Phone:
Email:	Date of Birth (if an individual or partners in a partnership):
Mailing address:	
City/State/Zip:	

*Principal address must be a physical address in Tennessee and not a post office box.

Is your primary occupation in the field of agriculture:
Type of agricultural experience:
Do you have a buyer lined up for your crop?
Intended use of crop:
What is the goal of your industrial hemp research?

SEED

The applicant is responsible for sourcing seed and plant material. Please use the International and Domestic procurement form for seed requests. The Tennessee Hemp Industries Association can assist with finding sources for seed and plant material if needed. You can contact them using the following links: <https://www.facebook.com/tnhemporg> or <http://www.tnhia.org/>

GROWING AREA

Provide the following for each growing area to be included under this license. Attach additional pages as necessary. TDA will not alter license records based on information submitted by persons other than the corresponding licensee.

CHANGES TO A LICENSED GROWING AREA MUST BE APPROVED BY THE DEPARTMENT. AFTER THE APPLICATION DEADLINE, CHANGES TO A GROWING AREA WILL NOT BE APPROVED.

⁺Applicant must attach to application an aerial map or photograph (Google, Bing, etc.) of the growing area address. The map or photograph must be submitted on 8 ½ by 11 inch paper.

⁺⁺ GPS coordinates provided must be in decimal degrees for the central most point of the growing area.

Example: XX.XXXXX, -XX.XXXXX

GROWING AREA #1

Address ⁺ :	City:	Zip:	County:
GPS coordinates of growing area ⁺⁺ :	Total number of acres in growing area:		
Variety of industrial hemp to be grown in this growing area:	Quantity of seed/propagules to be sown in this growing area:		
Address/City/State/Zip/County where crop is to be sold or stored:			
Is industrial hemp in this growing area being cultivated for (check one): <input type="checkbox"/> Fiber <input type="checkbox"/> Oil <input type="checkbox"/> Seed <input type="checkbox"/> Other (state specifically: _____)			
Agent (person cultivating hemp at this area) contact information, if applicable: Name: Phone: Email:			
Property owner's affirmation. The property owner of this area MUST consent for its use to grow industrial hemp: <i>I, (print name) _____, the undersigned, am the lawful owner of real property located at the above-referenced address and GPS coordinates, and I hereby consent to the use of such property for the purpose of cultivating industrial hemp consistent with and for all purposes allowed under federal law, Tennessee law, and the rules and regulations of the Tennessee Department of Agriculture ("TDA"). I further acknowledge and agree to the following terms and conditions for Applicant's license from TDA to produce industrial hemp on said property.</i> <ol style="list-style-type: none"> 1. Any information obtained by TDA with respect to this application and/or the growing or cultivation of industrial hemp on my property may be disclosed to the public and/or provided to law enforcement agencies without further notice to me or my representative(s). 2. I agree to allow any inspection or sampling of my property at the above-referenced address that TDA deems necessary relative to this application for an industrial hemp license or its resulting hemp crop. 3. I warrant that I have not been convicted of a felony in any country, relative to the possession, production, sale, or distribution of a controlled substance. Property owner's signature: Date:			

GROWING AREA

Provide the following for each growing area to be included under this license. Attach additional pages as necessary. TDA will not alter license records based on information submitted by persons other than the corresponding licensee.

CHANGES TO A LICENSED GROWING AREA MUST BE APPROVED BY THE DEPARTMENT. AFTER THE APPLICATION DEADLINE, CHANGES TO A GROWING AREA WILL NOT BE APPROVED.

⁺Applicant must attach to application an aerial map or photograph (Google, Bing, etc.) of the growing area address. The map or photograph must be submitted on 8 ½ by 11 inch paper.

⁺⁺ GPS coordinates provided must be in decimal degrees for the central most point of the growing area.

GROWING AREA #2

Address⁺:	City/State/Zip:
GPS coordinates of growing area⁺⁺:	Total number of acres in growing area:
Variety of industrial hemp to be grown in this growing area:	Quantity of seed to be sown in this growing area:
Intended use or disposition of the crop:	Form in which crop is to be sold or distributed:
Address/City/State/Zip where crop is to be sold or stored:	
Is industrial hemp in this growing area being cultivated for (check one): <input type="checkbox"/> Fiber <input type="checkbox"/> Oil <input type="checkbox"/> Seed <input type="checkbox"/> Other (state specifically: _____)	
Agent (person cultivating hemp at this area) contact information, if applicable: Name: Phone: Email:	
Property owner's affirmation. The property owner of this area MUST consent for its use to grow industrial hemp: <i>I, (print name) _____, the undersigned, am the lawful owner of real property located at the above-referenced address and GPS coordinates, and I hereby consent to the use of such property for the purpose of growing and/or cultivating industrial hemp consistent with and for all purposes allowed under federal law, Tennessee law, and the rules and regulations of the Tennessee Department of Agriculture ("TDA"). I further acknowledge and agree to the following terms and conditions for Applicant's license from TDA to produce industrial hemp on said property.</i> <ol style="list-style-type: none"> 1. Any information obtained by TDA with respect to this application and/or the growing or cultivation of industrial hemp on my property may be disclosed to the public and/or provided to law enforcement agencies without further notice to me or my representative(s). 2. I agree to allow any inspection or sampling of my property at the above-referenced address that TDA deems necessary relative to this application for an industrial hemp license or its resulting hemp crop. 3. I warrant that I have not been convicted of a felony in any country, relative to the possession, production, sale, or distribution of a controlled substance. Property owner's signature: Date:	

TERMS & CONDITIONS

Please affirm Applicant's agreement to the following terms and conditions for an industrial hemp license.

I, *(print name)* _____, having legal authority to bind Applicant to the terms and conditions of this application for an industrial hemp license, hereby acknowledge those regulations governing the cultivation of industrial hemp under federal law, Tennessee law, and the rules and regulations of the Tennessee Department of Agriculture ("TDA"). In exchange for consideration of this application, I further acknowledge, understand, and agree to each of the following terms and conditions of a license from TDA to produce industrial hemp.

1. Any information obtained by TDA may be disclosed to the public and/or to law enforcement agencies without further notice to me, the Applicant, the owner of the property licensed for cultivation of industrial hemp, or any of our representative(s).
2. I agree to allow any inspection or sampling that TDA deems necessary relative to this application for an industrial hemp license or its resulting hemp crop.
3. I agree to pay all costs incurred at the discretion of TDA for sampling and analysis relative to this application for an industrial hemp license or its resulting hemp crop.
4. I agree to submit all reports or statements requested by TDA relative to this application for an industrial hemp license or its resulting hemp crop, including the crop's harvest, disposition and transport.
5. I warrant that I have not been convicted of a felony in any country, relative to the possession, production, sale, or distribution of a controlled substance.
6. I warrant that, to the best of my knowledge and belief, no partner, director or member otherwise associated with the Applicant entity named above, if applicable, has been convicted of a felony in any country, relative to the possession, production, sale, or distribution of a controlled substance.
7. I warrant that all documents and information submitted in support of this application for an industrial hemp license are authentic, correct, and complete to the best of my information and belief.
8. I warrant that I have read and understand Rules of the Tennessee Department of Agriculture, Chapter 0080-06-28, relative to regulation of industrial hemp, otherwise available at: share.tn.gov/sos/rules/0080/0080-06/0080-06-28.20150415.pdf
9. I acknowledge and understand that licensure to grow or cultivate industrial hemp is conditioned upon my participation with the Tennessee Department of Agriculture's Industrial Hemp Pilot Program or an institution of higher education in Tennessee and that my actions with respect to the growth, cultivation, harvest, or transportation of industrial hemp otherwise subject me to obligations and regulations imposed under United States law, Tennessee law, and potentially the laws of other states.

APPLICANT

DATE

Please send completed application to:

**Tennessee Department of Agriculture
Plant Certification
P.O. Box 40627, Melrose Station
Nashville, TN 37204**

**TENNESSEE DEPARTMENT OF AGRICULTURE INDUSTRIAL HEMP PILOT PROGRAM
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding is made and entered into upon the last date of execution signed below between the **Tennessee Department of Agriculture** (“TDA”) and the **undersigned applicant** (“Pilot Producer”), collectively “the Parties.”

WHEREAS, industrial hemp is a controlled substance under state and federal law and its possession and distribution are prohibited absent particular exceptions;

WHEREAS, pursuant to state law, TDA is charged with responsibility to license and regulate persons who cultivate or processes industrial hemp in Tennessee;

WHEREAS, pursuant to the federal Controlled Substances Import and Export Act and the federal Agricultural Act of 2014, permissible growth of industrial hemp and distribution of its seed in Tennessee is limited to activities by TDA through a pilot program or institutions of higher education in Tennessee for purposes of agricultural or academic research;

WHEREAS, TDA created its Industrial Hemp Pilot Program to research the growth, cultivation, and marketing of industrial hemp;

WHEREAS, the pilot program establishes an agency relationship with cultivators and processors, who operate as extensions of TDA for purposes of research on the growth, cultivation, and marketing of industrial hemp;

WHEREAS, the pilot program is operated as a zero sum program such that its financial resources are limited to those license fees and other necessary expenses paid by the program’s participants; and,

WHEREAS, Pilot Producer wishes to participate in TDA’s Industrial Hemp Pilot Program for the cultivation or processing of industrial hemp; now,

THEREFORE, premises considered, and for the Parties’ mutual benefit and consideration of participating in TDA’s Industrial Hemp Pilot Program, TDA and Pilot Producer hereby agree as follows.

TDA will, if applicable, register Pilot Producer as a limited extension of TDA for the sole purposes of researching the growth, cultivation, and marketing of industrial hemp, and will make reasonable effort to (*Pilot Producer to initial provisions in spaces provided, to indicate acknowledgment and agreement to the following*):

- _____ 1. Provide Pilot Producer with industrial hemp seed, upon Pilot Producer’s request and at Pilot Producer’s expense, in a quantity and variety determined at the discretion of TDA.
- _____ 2. Catalog data received, in cooperation with Pilot Producer, other program participants, and institutions of higher education in Tennessee, for improved methods and techniques in growing, cultivating, and marketing industrial hemp.

TDA recognizes that participation in its Industrial Hemp Pilot Program poses a significant cost on Pilot Producer in licensing fees and sampling and analysis expenses incident to regulation of the program. To defray these costs to program participants, TDA will forego any income or profits that Pilot Producer lawfully obtains through the disposition of his industrial hemp crop, provided that Pilot Producer reports to TDA: 1) all

information required by regulation, and 2) the commercial details of any sale of Pilot Producer's industrial hemp or industrial hemp products.

Pilot Producer will:

- _____ 1. Assume a limited agency relationship with TDA for the sole purpose of researching industrial hemp and its growth, cultivation, and marketability.
- _____ 2. Pilot Producer will conduct himself and his agricultural operations in a lawful manner and one consistent with the standards otherwise befitting an official of the State of Tennessee. Pilot Producer recognizes that such standards are subject to the sole discretion and direction of TDA and the State of Tennessee.
- _____ 3. Abide by applicable laws and regulations incident to the growth, cultivation, or marketing of industrial hemp. Pilot Producer will intend in good faith to grow, cultivate, and/or market industrial hemp.
- _____ 4. Pilot Producer acknowledges that TDA cannot provide Pilot Producer with legal advice regarding operation of a business to produce industrial hemp or hemp products and agrees to seek actively the advice of an attorney for all substantive legal questions regarding production of industrial hemp.
- _____ 5. Acknowledge that any action—intended or incidental—that is contrary to applicable laws and regulations—known or unknown—falls outside the agency relationship of Pilot Producer with TDA and Pilot Producer's participation in the Industrial Hemp Pilot Program. Pilot Producer acknowledges that this provision applies to all actions incident to his licensed cultivation or processing of industrial hemp, including but not limited to any sale or disposition of the resulting plants, plant materials, or seeds for which he may otherwise receive some benefit or consideration.
- _____ 6. Indemnify, hold harmless, and release forever the State of Tennessee, its departments, agencies, officers, employees, and agents of any kind from all liability claims arising out of Pilot Producer's actions involving the cultivation or processing of industrial hemp.
- _____ 7. Warrant that Pilot Producer is not an employee of the State of Tennessee, as contemplated under Tenn. Code Ann. §8-42-101, and will assume total and sole responsibility for any of Pilot Producer's acts or omissions involving the growth or production of industrial hemp or arising out of his participation in TDA's Industrial Hemp Pilot Program.
- _____ 8. Allow any institution of higher education in Tennessee to access those sites registered by Pilot Producer with TDA for cultivation of industrial hemp. Such access shall be allowed upon notice from TDA to Pilot Producer and shall extend for all purposes determined at the discretion of TDA related to research of industrial hemp and its growth, cultivation, and marketing.
- _____ 9. Allow upon request federal, state, or local authorities to inspect and/or sample the industrial hemp growing area, plants, plant materials, seeds, equipment, or facilities incident to the growth, cultivation, or marketing of industrial hemp.
- _____ 10. Remit to TDA all license fees and other expenses of the Pilot Program, including but not limited to all fees related to 1) sampling and analysis of hemp plants and plant materials

and 2) destruction of resulting hemp crops found by TDA to be non-compliant with applicable laws and regulations.

- _____ 11. Agree that with respect to Pilot Producer's production of industrial hemp, TDA's role is to fulfill regulatory oversight of the hemp's cultivation and processing, and where possible, to facilitate receipt of viable seed. Pilot Producer understands and agrees that he shall not receive compensation or wages from TDA and TDA will not offer financial resources, tangible products, or commercial labor in support of Pilot Producer's industrial hemp crop.
- _____ 12. Adhere narrowly to the research focus for which Pilot Producer is participating in the Industrial Hemp Pilot Program, if applicable, to include one or more of the following:
 - A. Planting/growing—tracking vital statistics and yield rates with respect to industrial hemp varieties and growing variables, including seed planting rate, soil composition, water usage, and planting/growing season.
 - B. Pest—tracking occurrence of pests and effectiveness of various preventative measures in correlation with industrial hemp varieties.
 - C. Cost centers and financing—tracking average cost estimates of producing industrial hemp varieties, taking into account costs of participation in the Industrial Hemp Pilot Program, product acquisition, water usage, equipment, labor, and security measures, etc., and reporting financial resources available for production of industrial hemp.
 - D. Marketing and product/industry development—reporting market demand for industrial hemp varieties' raw materials and end products, including identification of actual or potential hemp products, processors, product manufacturers, wholesalers, retailers, and targeted consumers.
- _____ 13. Complete and submit all reports and/or statements requested by TDA relative to Pilot Producer's cultivation or processing of industrial hemp, and further provided that a failure to submit any required or requested report may result in revocation of Pilot Producer's industrial hemp license.
- _____ 14. Understand and agree that any industrial hemp cultivated or processed not in accordance with TDA regulations falls outside Pilot Producer's limited agency with TDA and may be prosecuted under applicable state and federal law.
- _____ 15. Destroy and/or dispose at the direction of TDA any industrial hemp or industrial hemp product determined by TDA to be non-compliant with applicable laws or regulations.
- _____ 16. Use best management practices for the growth and production of industrial hemp, as available, and take reasonable precaution to prevent unauthorized growth or distribution of industrial hemp, e.g.:
 - A. Keep records—including name, telephone number, and address—of all persons with access to the growing area or hemp plants, plant materials, or seeds.
 - B. Use case hardened locks and chains to limit access to storage areas where hemp plants, plant materials, or seeds are kept. Control possession of keys to locks. Ensure locks are tamper resistant and in working condition.

- C. Mark equipment and plants, if possible, with owner applied numbers.
- D. Block private access roads to the growing area(s) with gates or barricades. Post “No Trespassing” signs on gates, barricades, and other landmarks near the growing area(s) and facilities.
- E. Install reasonable security measures to prevent theft, e.g. motion sensor lighting, fencing, game cameras, etc. Post signs indicating that cameras are used to record activity on the growing area property.
- F. Inspect and record regularly the condition of the growing area(s), facilities, and equipment used in the production of industrial hemp.
- G. Conduct regular inventory counts of hemp plants, plant materials, and seeds in order to recognize more quickly if a theft has occurred.
- H. Contact local law enforcement to help identify additional security measures and encourage patrols near the growing area(s).
- I. Report to local law enforcement any suspicious activity and/or the presence of strangers near the growing area(s) or facilities. Note any such stranger’s physical appearance and vehicle information, including make, model, color, and license plate number if possible.
- J. Report stolen, lost, or missing hemp plants, plant materials, or seeds to TDA and law enforcement authorities as soon as the items are noticed to be missing.
- K. Reduce likelihood of cross pollination between varieties of industrial hemp and among other plants, e.g. by:
 - (i) Separating any growing area from other self-pollinating plants/crops by more than 10 feet.
 - (ii) Separating any growing area from other wind and insect pollinating plants by more than 300 feet.
 - (iii) Employing a physical barrier such as a hoop house or row cover to isolate industrial hemp from other plants/crops.

_____ 17. Inspect timely any growing area, previously licensed under Pilot Producer, for the appearance of industrial hemp volunteers and report any such unintended growth to TDA.

_____ 18. Comply with any directive from TDA’s Plant Certification Administrator with respect to the growth, cultivation, or marketing of industrial hemp not otherwise contemplated within this Memorandum of Understanding.

The Parties agree that this Memorandum supersedes all existing memoranda of understanding between them, including any supplements or amendments thereto, with respect to TDA's Industrial Hemp Pilot Program.

The Parties further agree that this Memorandum shall be effective only during the period of Pilot Producer's licensure to cultivate or process industrial hemp that immediately follows the Memorandum's effective date. The Memorandum shall be renewable only upon effective renewal of Pilot Producer's Industrial Hemp License and a subsequent signed, written agreement between the Parties.

PILOT PRODUCER

By: _____ Date _____
Its:

TENNESSEE DEPARTMENT OF AGRICULTURE,
DIVISION OF CONSUMER & INDUSTRY SERVICES

By: K. David Waddell Date _____
Its: Administrative Director

APPLICATION CHECKLIST

- Complete and sign Application for Industrial Hemp License.
- Attach an aerial map or photograph of the address where the growing area(s) identified in the application are located.
- Include payment of license fee equal to \$250 + \$2 per acre for the total acreage of growing area(s) identified in the application. Upon approval of the license, Applicant must remit payment for any hemp seed to be received through the Department—before the Department will procure such seed.
- If not an individual, partnership, or institution of higher education, attach a Certificate of Existence from the Tennessee Secretary of State's office or other certified document showing the Applicant is authorized to do business in Tennessee.
- If an institution of higher education in Tennessee:
 - Attach a statement of research goals and parameters for the production of industrial hemp.
 - Attach proof of status as an institution of higher education as defined in section 101 of the Higher Education Act of 1965 (20 U.S.C.A. §1001).
- If **NOT** an institution of higher education in Tennessee, attach a signed memorandum of understanding with the Tennessee Department of Agriculture.
- If cultivating for industrial hemp certified seed, attach documentation of membership with the Tennessee Crop Improvement Association.