



United States
Department of
Agriculture

Agricultural
Marketing
Service

1400 Independence Ave., SW
Room 2095-S, Stop 0242
Washington, DC 20250-0242

AGREEMENT

Between

and the

Deputy Administrator
Fruit and Vegetable Programs
Agricultural Marketing Service

This agreement is made and entered into this _____ day of _____, 20__, by and between _____, _____, hereinafter called the “Nonresident Complainant,” and the Deputy Administrator, Fruit and Vegetable Programs, Agricultural Marketing Service, United States Department of Agriculture, Washington, D.C., hereinafter called the “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 counter claim 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 Regulations 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 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:

1. The \$_____ surety deposit of the Nonresident Complainant will be deposited by the 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 counter claim 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 Deputy Administrator, shall direct payment from the deposited funds.
4. The Deputy Administrator will return any unused portion as may exist to the Nonresident Complainant.

Signature

Print Name

Title

Complainant/Company Name

Bruce W. Summers
Associate Deputy Administrator
Fruit and Vegetable Programs
Agricultural Marketing Service