

# AMERICERT INTERNATIONAL

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## US FARMGAP APPLICATION Page 1 of 8

Operation Name:

Primary Authorized Representative:

Date Application Submitted:

CLIENT NUMBER (IF Appl.)

### I. GENERAL INFORMATION

Mailing Address:

Physical Address:

Phone:

Fax:

E-mail:

Acres:

Crops Produced:

Harvest Periods:

Directions from Nearest Town:

### II. WATER USE

Use	Water Source M=Municipal, W=Well, S=Surface Water	Frequency of Water Testing A=Annual, Q=Quarterly, M=Monthly	Date of Last Water Test	Generic E-Coli Count from Last Test
Irrigation				
Equipment Cleaning				
Input Mixing				
Hand Washing/Crop Washing				

If you have had to undertake any corrective actions, taken extra precautions, or undertaken remedial practices to bring water quality into compliance, describe here:

III. MUNICIPAL BIOSOLIDS

Does the farm use municipal biosolids or products containing municipal biosolids?  Yes  No

If you answered Yes to the previous question, has the farm developed a Municipal Biosolids Compliance Plan?  Yes  No

IV. MANURE USE

Please complete the following chart for all manure or manure containing products, including compost, used on farm:  
(Attach additional sheets if necessary)

Product/ Substance	Treatments: U=Untreated, P=Passively Treated, A=Actively Treated	Product Source	Treated on Farm?

Limitations on Manure Use: Please indicate which of the following limitations on manure use on farm have been implemented for the products listed in the previous table:

Product/ Substance	Actively treated manure product, not applied less than 30 days prior to harvest.	Passively treated manure, not applied less than 120 days prior to harvest for crops whose edible portions come into contact with the soil.	Passively treated manure, not applied less than 90 days prior to harvest for crops whose edible portions do not come into contact with the soil.	Passively treated manure products not applied in a foliar fashion less than 120 days prior to harvest.	Untreated manure applied and incorporated into the soil prior to planting or, for perennial crops, at the beginning of the growing season.
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

V. ANIMAL FECES

Do you have a policy banning the presence of domestic animals in growing areas during the growing seasons?  Yes  No

Please describe the buffer zones and physical barriers implemented to reduce the potential for contamination from animal feces on surrounding lands:

**VI. TOILET FACILITIES AND HANDWASHING STATIONS**

<p>Please describe the minimum and maximum number of workers on the farm during growing and harvest seasons. (Include supervisors and managers and if owners and family members work on farm, include them as well.)</p>	
<p>Please describe the number and location of toilet facilities on farm.</p>	
<p>Please describe the number and location of hand washing facilities on farm.</p>	
<p>If you rent, lease, or add hand washing and toilet facilities during the harvest season, please explain and describe here.</p>	

**VII. PERSONAL HEALTH AND HYGIENE POLICIES**

Please indicate if you have implemented the following on farm personal health and hygiene practices and policies or their equivalent:

<p>Requiring that when a worker shows symptoms of infectious disease or illness that worker is excluded from work assignments that involve direct or indirect contact with produce or crops including working on packing, sorting, or equipment used for the same.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Requiring that workers report signs and symptoms of active disease or illness to the supervisor at the earliest possible time.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Requiring that open lesions, including wounds with pus or which are draining, shall be covered. If the lesion cannot be effectively covered, the worker shall be excluded from any work having direct or indirect contact with produce or crops, including working on packing, sorting, or equipment used for the same.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Requiring that workers use only the approved toilet and hand washing facilities.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Requiring hand washing prior to reporting to work, after breaks, and when returning from the rest room.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Requiring that workers remove all unsecured jewelry and other objects that might fall into food, equipment, or containers, and removing hand jewelry that cannot be adequately sanitized during periods in which food is manipulated by hand. If such hand jewelry cannot be removed, it may be covered by material which can be maintained in an intact, clean, and sanitary condition and which effectively protects against the contamination by these objects of the food, food-contact surfaces, or food-packaging materials.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Requiring that gloves, if they are used in crop handling, are maintained in an intact, clean, and sanitary condition. The gloves should be of an impermeable material.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Requiring the storage of clothing or other personal belongings in areas other than where crops are exposed or where equipment or utensils are washed.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Confining the following to areas other than where crops may be exposed or where equipment or utensils are washed: eating food, chewing gum, drinking beverages, or using tobacco.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Ensuring that protective clothing and equipment is stored cleaned appropriately on a regular basis.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Taking any other necessary precautions to protect against contamination of food, food-contact surfaces, or food-packaging materials with microorganisms or foreign substances including, but not limited to, perspiration, hair, cosmetics, tobacco, chemicals, and medicines applied to the skin.</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Please describe what training workers have received that addresses the following personal hygiene, sanitation, and food safety principles: a) The importance of good hygiene and how poor personal cleanliness and unsanitary practices put workers and food safety at risk; b) The importance of hand washing prior to reporting to work, after breaks, and when returning from the rest room; c) Proper hand washing techniques, including the use of after, soap, scrubbing, and drying; d.) The importance of using rest room facilities and using them properly to reduce food safety risks. e.) Signs and symptoms of common infections disease and illness.

[Empty space for describing training]

Did all workers receive such training within the past 12 months?

Yes  No

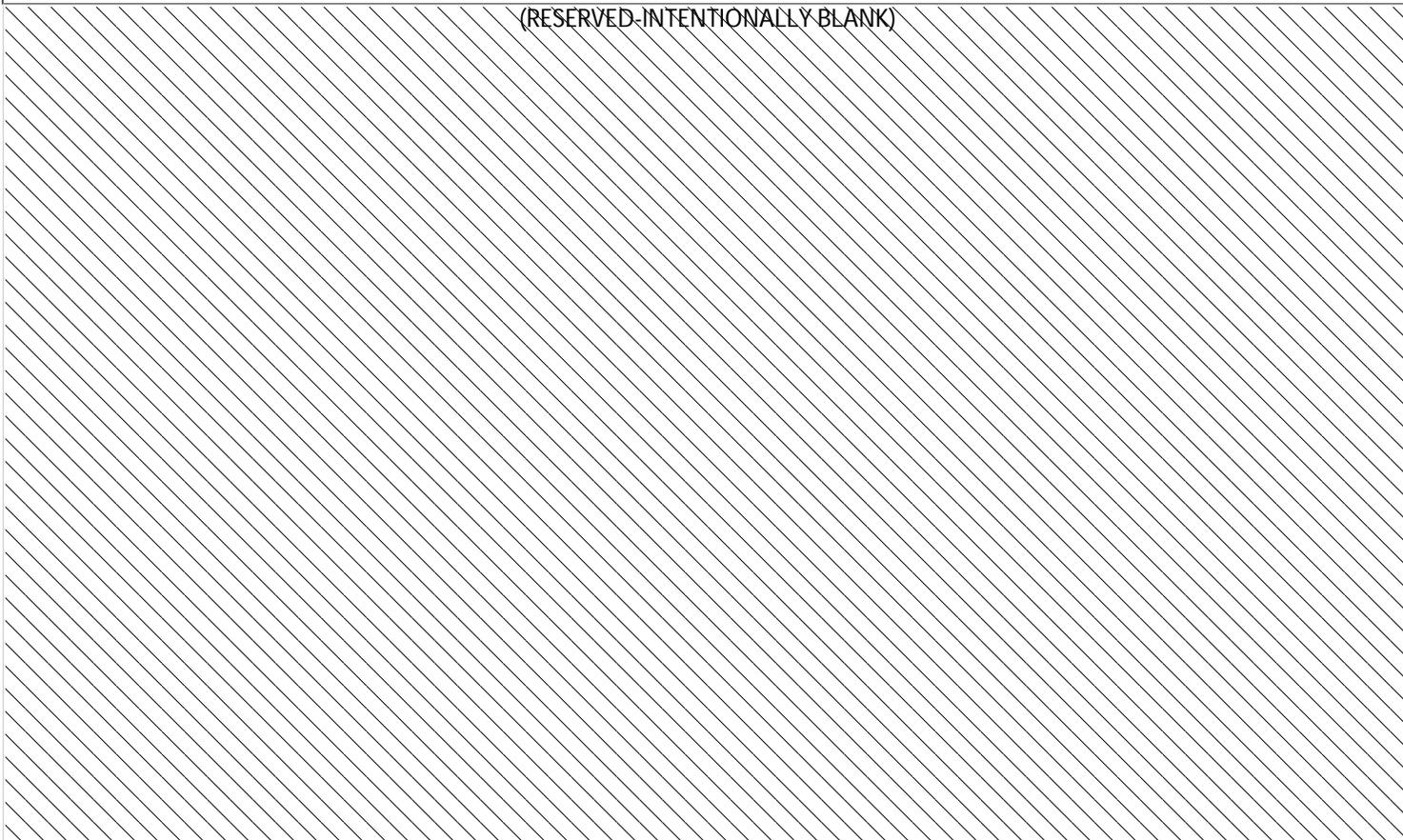
Did you maintain a list of all workers receiving such training?

Yes  No

Are a description of the farms personal health and hygiene practices must be prominently displayed where visitors and workers can read the prior to entering production fields?

Yes  No

(RESERVED-INTENTIONALLY BLANK)



## VIII. RECORDKEEPING

The US FARMGAP standard requires that farms implement a record keeping system which records farm activities, GAP compliance activities, and which fully discloses all transactions and is easily understood and auditable for compliance with the standard. Such records must be maintained for no less than 5 years and must be made available to the GAP certifier or inspector upon request during normal business hours. Please indicate which of the following records are maintained by the farm:

## WATER RECORDS:

- Test Results for Generic E. Coli (Please attach a copy of the latest results to this application.)

## RECORDS RELATED TO MANURE USE:

- Information on the sources of all manure or manure products used on farm.
- Records of manure or manure product applications including the date, location, application method and a description of the product applied.
- Records of harvest dates documenting that the required intervals between manure applications and harvest have been complied with.
- Documentation supporting the classification of actively treated manure products as actively treated (e.g. compost production records, manufacturer verification of heat treatment/pasteurization, etc.)

## PERSONAL HEALTH AND HYGIENE RELATED RECORDS:

- Worker training records.
- Log of Reported Injuries and Illnesses Related to Workers
- Visitor and Worker Acknowledgment of Health and Hygiene Policies and Agreement to Comply.

## OTHER RECORDS:

- Equipment and Container Cleaning Logs
- Planting Records
- Harvest Records
- Sales Records
- Purchase Records
- Buyer Complaint Log
- Input Application Records ( Fertilizers, Pest, Disease, and Weed Control Products)

Do you maintain the above listed records for at least 5 years?

Yes  No

## IX. TRACEABILITY AND RECALL

The farm must design and implement an effective traceback system which allows for tracing the produce or crop from the field to the last portion of the distribution chain under the control of the farm. The crops or produce delivered to the end buyer must be accompanied by documentation and/or labeling which at a minimum identifies the farm, the field harvested, the date of harvest, and who delivered to. The farm must consult with the parties in the known distribution chain to determine the best methods for creating trace back as deep into the distribution chain as is practical. Packing operations must ensure that the packed product is labeled or accompanied by documentation or labels which at a minimum identify the farm, the date of harvest, the packer, the packing date, and the next buyer. The operation must have a written recall policy and procedure which states the conditions triggering a recall and the steps to be undertaken to activate the recall.

Has the farm developed and implemented a traceability and recall program?  
(Attach a copy of the policy and procedure to this application.)

Yes  No

X. HARVESTING: ( IF YOU CONDUCT YOU CONTRACT WITH ANOTHER ENTITY OR IF THE BUYER IS RESPONSIBLE FOR HARVEST, PLEASE COMPLETE SECTION A ONLY. IF YOU CONDUCT YOUR OWN HARVESTING, PLEASE COMPLETE SECTION B ONLY.)

A. THIRD PARTY HARVESTING

If a party other than the farm is responsible for harvesting, please identify the party including name, address, phone number, and email address:

Is the party a US FARMGAP certified packer or harvester?

Yes  No

If you answered NO to the previous question, please explain any GMP or GAP certifications or audits the harvester undergoes:

Do you recognize and acknowledge that even if a third party is used, certified or not, that the farm still maintains responsibility for ensuring that the harvest is conduct in accordance with the U.S. FARMGAP standards?

Yes  No

Do you remain on site during harvest to ensure that the harvest is conducted in accordance with the US FARMGAP standards?

Yes  No

B. FARM RESPONSIBLE FOR HARVEST

Is the farm solely responsible for harvest activities and conducts such activities itself?

Yes  No

Please describe the use of seasonal workers hired by the farm to conduct harvest activities, including the estimated number of workers hired.

Does the farm's US FARMGAP COMPLIANCE MANUAL specifically address the requirements of US FARMGAP Part B, Standards Applicable to Harvest Operations, including section 9.1 through 9.4?

Yes  No

RESERVED FOR AMERICERT USE (REVIEWER NOTES)

**XI. CERTIFICATION AND MARK LICENSING CONTRACT**Whereas, 

hereinafter "Operation", is an individual or company seeking certification that its products or services are compliant with third party standards, and, whereas Americert International, hereinafter "AI" is a company engaged in the business of providing third party verification of compliance with third party standards, the aforementioned parties hereby enter into this agreement exchanging the following bargained for exchange of promises related to Americert International assessing the Operation's products or services for compliance with third party standards.

1. **Standards Identified:** The standard(s) which the Operation is seeking certification of compliance with are the most recent version of the US FARMGAP Standards. Those standards are incorporated by reference into this contract in their entirety as they exist on the date of signing and as periodically amended by AI, at which time the amendments are automatically included into this contract.
2. **Effective Date and Duration of Contract:** This contract is effective on the date signed by the last party signing, and remains in effect until any of the following occur: a) AI issues a Denial of Certification, b.) AI accepts a withdrawal from certification which the Operation has communicated to AI, c.) AI issues a Notice of Suspension, or Notice of Revocation and the Operation has not requested an appeal or mediation, or d.) A new contract for certification is entered into by AI and the Operation, or f.) AI terminates this contract due to breach of the contract on the part of the Operation.
3. **Certification Handbook and the Standard:** AI and the Operation each have an independent and affirmative duty to seek out information about the Standard and periodic amendments thereto and binding interpretations thereof, to know and understand the Standard and periodic amendments thereto and binding interpretations thereof, and to always remain compliant with the Standard and its periodic amendments and binding interpretations thereof. By signing this contract both parties affirm that they are in possession of copies of the Standard and have read, understood, and agree to comply with the provisions and procedures contained therein.
4. **Compliance:** AI shall review information submitted by the Operation in compliance with the Standard. When, as a result of the review conducted by AI, AI determines that the operation appears to comply with the Standard, AI shall grant certification to the Operation. In conducting the review, AI shall comply with the procedures and criteria provided in the Standard. If AI is unable to determine that the Operation complies, or affirmatively determines that the Operation does not comply, AI shall proceed in accordance with Notice of Denial of Certification, Hold Pending Further Applicant Action, or Notice of Noncompliance, Proposed Suspension, or Revocation.
5. **Compliance Plan:** The Standard requires that the Operation develop a system, consisting of appropriate practices, procedures, and policies, to comply with the provisions of the Standard. The Operation shall develop such a system and ensure that it is effectively implemented at all times. The Operation shall communicate truthfully, accurately, and completely to AI about the system so that AI can assess whether or not the Operation's system, as envisioned and as applied, is sufficient to comply with the Standard. The Operation shall complete and submit to AI a summary of the plan annually for review, and shall comply with all of AI's requests for information about the existence, details, and effectiveness of the system plan. AI has the right to require that the Operation communicate this information in specific formats, through the use of specific forms, and at specific regular or surprise intervals and the Operation shall comply with AI's requirements in this part. AI shall assess all information received in order to determine compliance with the Standard. The Operation shall inform AI immediately of any changes in procedure, practices, or policies that vary from the plan that AI has previously reviewed for compliance. Additionally, the Operation shall inform AI immediately of any incidents or events which would suggest to a reasonable person that the integrity of the system, or any product, ingredient, or land covered by the certification may have been compromised or may be compromised in the future. The Operation shall accept annual, periodic, and unannounced inspections by AI and its staff and subcontractors, and shall make all facilities, locations, records, staff, equipment, products, and land freely accessible to AI and its staff and subcontractors during inspections. The Operation agrees that AI may use subcontractors to perform work related to their certification.
6. **Financial Obligations:** The Operation shall pay all applicable fees for certification and certification related services as described in the AI fee schedule for this program within 60 days of being invoiced. Late fees and interest may be charged for invoices unpaid after 60 days of being issued by AI. AI has the right to amend or change the fee schedule at any time, with reasonable notice to the Operation.
7. **Ownership of AI Marks and Phrases:** The Operation agrees that AI has the sole ownership in the AI logo and its variants, the use of the name Americert, and the phrases "U.S. FARMGAP", "Certified by Americert International", and any phrases using the name Americert in relation to certification (hereinafter "AI mark and phrases"). The Operation agrees and stipulates that the AI mark and phrases are inherently distinctive and have acquired distinctiveness throughout the world in relation to certification activities, and that AI mark and phrases have been previously used in trade and business. The Operation agrees to not challenge the same, and waives any defenses based upon contradicting any of the claims in this part. Operation agrees and stipulates that AI has the sole and exclusive rights to use and license the use of the AI mark and phrases. If AI extends a license to the Operation to limited use of the AI mark and phrases the Operation agrees that it may only use such mark and phrases in compliance with this contract and only until AI or the Operation terminate this contract. The Operation agrees and stipulates that regardless of the length or type of use of the AI mark and phrases, the Operation acquires no ownership interest or continuing right to the use of the mark and phrases except as described and provided for in this contract.
8. **Contingent and Limited Grant of Rights to Use Some AI Marks and Phrases:** If AI grants certification to an Operation, the Operation shall have the limited right to use some AI mark and phrases as provided in this part. The Operation shall have the right to use the AI logo and any program specific certification marks approved by AI, and the phrases "Certified U.S. FARMGAP Compliant by Americert International" only in relation to the scope of products, locations, and services certified by AI under the Standard. The Operation shall not use the above listed marks and phrases in a misleading or confusing manner, including but not limited to marketing or promoting products, locations, or services which are not included in the scope of the certification issued by AI, misrepresenting in a way that is reasonably likely to confuse consumers about the relationship between the Operation, AI, and the USDA, or FDA or the certified status of products, or to confuse or mislead consumers or any party about the identity of the Operation. The Operation shall not use the mark and phrase in any manner that reasonably appears likely to bring AI into disrepute. The Operation shall submit copies of any proposed illustrations, labels, marketing or promotional materials, including text references that feature or include the use of the AI mark and phrase to AI for approval prior to use. AI shall promptly review any materials so submitted. AI shall not unreasonably withhold approval for the use if the use is compliant with the Standard, the Certification Handbook, and this contract. AI reserves the right to mandate the size, color, and form of any use of the AI logo, mark, and phrases. Upon termination of this contract, through withdrawal, revocation, or suspension, the Operation shall promptly destroy any promotional materials, including labels, advertisements, and other materials using the AI mark and phrases, and return any original certificates of certification in the Operation's possession.
9. **Operation's Warranties and Indemnifications:** The Operation warrants that all information submitted to AI in conjunction with this contract is accurate, complete, and truthful. Future information and communications with AI in relation to this contract shall be accurate, complete, and truthful. The Operation warrants that it is in compliance with all local, state, federal, and international laws, regulations, and ordinances which apply to its operations and will remain in compliance therewith. The Operation acknowledges that any certificate or compliance decision issued by AI is related only to compliance with the Standard and does not represent any determination that the Operation is compliant with any other laws, regulations, ordinances or food safety guidelines or practices. The Operation agrees to indemnify AI, its staff, officers, directors, and independent contractors from any third party claims arising from the Operation's activities. If any portion of the Operation's facilities are open to the public in the normal course of business, and the business maintains liability insurance, the Operation shall add AI to its policy as an additional insured party at its own cost (if any.)
10. **Waiver of AI Liability:** The Operation hereby agrees to hold AI harmless and hereby waives any claims arising from AI's duties under this contract, including negligence and including gross negligence, on the part of AI, its staff, directors, officers, or independent contractors in relation to any duties or obligations undertaken by AI pursuant to this contract. This waiver of AI's liability is intended to be as broad and inclusive as permitted by law, and if any portion thereof is held invalid, the remaining portion shall remain valid and in effect notwithstanding the invalidated portion. Should AI, notwithstanding this paragraph, be subject to an award of damages under this contract, the Operation agrees that such damages shall not exceed the fees paid by the Operation to AI pursuant to this contract for the 12 month period encompassing the date of the occurrence from which the claim arose.

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11. **Confidentiality:** Except as described in the Standard, AI shall safeguard and maintain the confidentiality of all information obtained from the Operation in relation to this contract and the certification process. Information that shall be considered publicly available and not subject to confidentiality, includes:
1. The name of all currently certified operations.
  2. The certificate issued to any currently certified operations.
  3. Whether or not the operation is currently certified or was certified in the past.
  4. If the operation was previously certified, whether the certificate was revoked, suspended, or surrendered.
  5. The products and facilities that the operation currently has certified.
  6. Contact information for all currently certified operations.
- Formal requests for applicant's confidential information received from law enforcement, regulatory bodies, and courts, pursuant to a valid invocation of authority arising from law, the standard, regulation, or contract, shall be honored; however, the applicant shall be informed of the request prior to complying with the request so as to have reasonable opportunity to challenge the request, unless the information request is accompanied by a facially valid directive to not inform the client or applicant.
- Information, including what would otherwise be considered confidential applicant information, may be released by AI, without notice to the applicant, as follows:
1. Where explicitly or implicitly required in the standard, or as a condition of obtaining or maintaining AI's accreditation to certify to the standard, or to comply with a condition of the Quality System;
  2. Where, in the reasonable judgment of the Chief Executive Officer, such information is necessary to prevent physical, psychological, or significant economic damage to the applicant, any party or the public; and,
  3. Where, AI has reasonable grounds to believe that fraud, or any other crime, is being committed by the applicant or a third party. It is the Operation's responsibility to designate what persons from its organization shall be granted free access to the Operation's certification file and to update, modify, and amend such information as necessary.
12. **Certification, Rights and Responsibilities Not Assignable:** The rights and responsibilities under this contract, including but not limited to the possession and use of any certificate issued by AI, and the right to use the AI marks and phrases, are not assignable nor transferable. Any attempt by the Operation to transfer or assign any right or responsibility under this contract is a violation of this contract which allows AI to terminate this contract at its discretion. Any attempt by the Operation to transfer or assign any of its rights or responsibilities under this contract will be void and without effect, or where allowed by law, voidable by AI.
13. **Severability:** If any provision of this contract shall be held invalid under any applicable laws, such invalidity shall not affect any other provision of this agreement that can be given an effect without the invalid provision. Further, all terms and conditions of this Agreement shall be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.
14. **Governing Law, Forum and Venue:** The law governing this contract shall be the laws of the State of Florida. Any and all litigation which arises under this contract shall be initiated, prosecuted, and litigated solely in the federal or state courts located in Gainesville, Florida, and nowhere else. Both Parties to this contract agree that venue shall lie in Gainesville, Florida, and that both parties consent to jurisdiction of the federal and state courts located therein. Both parties agree and stipulate that the certification activities undertaken take place primarily in Florida, and that for the purposes of exercising jurisdiction over the parties, the act of the Operation submitting its information, payments, and ongoing compliance information to AI's office in Florida are substantial and continuous business dealings within the state and shall confer personal jurisdiction over the Operation. Further, the Operation stipulates and agrees that the products to be certified under this contract are intended to be sold in many places, including Florida, and that this intention, in conjunction with the certification activities undertaken by the Operation in Florida, by submitting its information, payments, and ongoing compliance information to the AI office in Florida constitute a further basis of having substantial and not isolated business dealings in Florida. The Operation hereby waives any challenges to a Florida court exercising personal jurisdiction over the Operation in any dispute that arises under this contract.
15. **Modification of Contract:** No modification to the terms of this contract shall be effective unless it is reduced to writing and signed by both parties.

Operation's Affirmation and Acceptance

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ on behalf of \_\_\_\_\_ in my capacity as authorized agent of the operation.

Signature: \_\_\_\_\_

AI's Affirmation and Acceptance

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ on behalf of Americert International in my capacity as an authorized agent of Americert International.

Signature: \_\_\_\_\_

# **APPLICATION SUBMISSION CHECKLIST**

- 1. Be sure to include Payment Made Payable to Americert International.**
  
- 2. Be sure to Sign and Date the Application.**
  
- 3. Be Sure to Include all Required Attachments, including:**
  - Copy of the Compliance Plan**
  - Copy of Most Recent Water Test Results**
  - Farm Map**
  - Traceability and Recall Program Policy**
  - Any other Documents Requested by Americert.**

**For Information or Questions, Please Contact Americert International.**

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